



## **COLLECTIVE AGREEMENT**

**Between**

**THE FRASER VALLEY COLLEGE  
FACULTY AND STAFF ASSOCIATION**

**and**

**THE FRASER VALLEY COLLEGE  
BOARD**

**1986 04 01 to 1988 03 31**

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AGREEMENT

BETWEEN: THE FRASER VALLEY COLLEGE BOARD

AND: THE FRASER VALLEY COLLEGE FACULTY AND STAFF ASSOCIATION

ARTICLE 1: THE AGREEMENT

1.1 Parties to, and Purposes of, the Agreement

Parties to this Agreement, the Fraser Valley College Board and the Fraser Valley College Faculty and Staff Association:

- (a) Desire to promote fair and proper conditions and terms of appointment for employees:
- (b) Recognize that the essential functions of Fraser Valley College are to provide a wide range of educational programs for students of various talents and interests, to extend the opportunity for continuation of post-secondary education, and to provide a program of continuing education for the use of the community, and that the performance of these functions is enhanced by regular, harmonious relations, and by the peaceful and amicable settlement of disputes and misunderstandings.

1.2 Definitions

**Academic Year:** A period of one (1) year beginning on August 1 and ending on July 31.

**Administrator:** Supervisors not included in the bargaining unit.

**Appointment Year:** Any period of three hundred and sixty-five (365) consecutive calendar days, commencing on the first work day of an employee's appointment, or on such other date as may be specified at the time of the appointment.

**Association:** The Fraser Valley College Faculty and Staff Association.

**Bargaining Unit:** The unit for which the Association is certified by the British Columbia Labour Relations Board and described in Article 2.1, Bargaining Unit Defined.

**Bumping (Displacing) Rights:** "Bumping rights" or "displacing rights" refers to the rights of an employee who is the subject of a layoff, to use his College seniority to claim another job within the service of the College, subject to the qualifications and conditions provided in this Agreement.

7/8 C  
FSA

BC  
Board



College: Fraser Valley College; Fraser Valley College Board; Board; the Employer.

College Seniority: "College seniority" or "seniority" shall be defined as an employee's total length of service with the College as a regular employee, as calculated in Article 17.1 (Calculation of Seniority).

Committee of Officers: The Committee of Officers of the Association as defined by the Constitution of the Association.

Consultation: "Consultation" shall be understood to mean a process through which the College will deliberate with the Association with regard to some specified issue or matter. In the context of this Agreement, the consultation process is intended as a vehicle through which the College will seek the advice or opinion of the Association, and through which the parties may make known their respective views and opinions, but it is not intended to connote consensus or mutual agreement.

Coordinator: An employee assigned by the Employer with the specific responsibility to coordinate the work of employees in a College program or department.

Director: A professional employee assigned by the Employer primarily to direct the work of a specific department or work group such as Learning Resources, Arts and Applied Arts, Science and Applied Science, Contract Services or Continuing Education and paid according to the D1, D2 or D3 salary schedule described in Article 22.7.3 (Directors' Salaries).

Employee: A regular employee of the College

Employer: Fraser Valley College Board

Faculty: Regular employees appointed to the positions of instructor, librarian, counsellor, registrar, public information officer, or other equivalent position.

Grievance: A grievance shall be defined as any dispute or controversy between the College and the Association in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; or any question as to whether any matter is grievable or arbitrable.

Joint Committee: A committee with representation from the Association and the Employer which meets according to terms of reference described in the Agreement, and makes decisions by consensus of the parties rather than by majority vote.

**Layoff:** The involuntary cessation of employment or involuntary reduction of an employee's number of hours at work, by the College, for reasons which do not include dismissal, suspension, leave of absence, short term disability leave, long term disability leave or resignation.

**Leave:** Leave of absence from duties with the permission of the Employer, either with or without pay.

**Lockout:** The closing of the College or any of its facilities, a suspension of the work of its employees, or a refusal to continue to employ a number of its employees, done to compel its employees to agree to the terms of a collective agreement or to conditions of employment by the College.

**Non-regular employee:** Any employee who is not a regular employee, is not included in the bargaining unit as defined in Article 2.1 (Bargaining Unit Defined), and is not covered by this Agreement. Non-regular employees include temporary faculty and staff on specified term contracts not exceeding forty-nine percent (49%) of a full-time annual workload. These employees are paid on an hourly, daily, or sessional contract basis.

**Principal:** The Chief Executive Officer of the College.

**Regular Employee:** Any employee who is employed for fifty percent (50%) or more of an annual full-time duty load, or who is designated as a regular employee by the College. All regular employees shall be employed according to one of the following kinds of appointment:

- i) Type A Appointment - an appointment, either full or part-time, to a staff position for an indefinite term.
- ii) Type B Appointment - an appointment, either full or part-time, to a director or faculty position for a fixed term of one (1) appointment year or more.
- iii) Type C Appointment: - An appointment to a director, faculty or staff position for a fixed term not to exceed one (1) appointment year. The application of Type C appointments is governed by the provisions of Article 31 (Type C Appointments).

**Senior Administrator:** The Principal, Bursar and the Deans.

**Shop Steward:** A member of the bargaining unit designated as shop steward and selected by the Association to act as an Association representative in matters such as the grievance procedure, initial contract interpretation, and other duties as assigned by the Association.

**Staff:** Regular employees appointed to positions other than those of Faculty or Director.

**Strike:** A cessation of work, or a refusal to work, or a refusal to continue to work, or an act of omission that is intended to, or does, restrict or limit services by members of the bargaining unit, in combination or in concert, or in accordance with a common understanding, for the purpose of compelling the Employer to agree to the terms of a collective agreement, or to conditions of employment by the College.

**Supervisor:** An employee with the specific responsibility assigned by the Employer to supervise other employees.

**Temporary Vacancy:** A position which is unoccupied due to a leave of absence. Temporary vacancies will be filled as in Article 13 (Vacancies Within the Bargaining Unit).

**Vacancy:** An unoccupied position within the bargaining unit. Vacancies will be filled as in Article 13 (Vacancies Within the Bargaining Unit).

**Work Day:** Any day for which a particular employee is entitled to receive straight time earnings from the College for work performed, paid leave, statutory holidays, or annual vacations. The expression does not suggest a work day of any particular duration. Rather, the duration of any particular work day depends upon the type of appointment held by the employee, and the applicable provisions of the Agreement.

1.3 Impact of Legislation: Existing and Future

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any applicable existing or future federal or provincial legislation, or regulations passed pursuant to such legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such applicable federal or provincial legislation or regulations, then such term, condition or provision or part thereof is void and of no effect.
- (b) In the event that any applicable existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement.
- (c) The parties agree that they will comply with any applicable existing or future federal or provincial legislation or regulations passed pursuant to such legislation.

- (d) Where it is argued that an employee's rights under relevant statutes are being violated, the first recourse of the employee may be through the grievance procedure.
- (e) In addition to the provisions of this Agreement, those statutes and regulations that come within the jurisdiction of the Ministry of Labour of British Columbia, and also the Human Rights Act of British Columbia, will govern employer-employee relations.

1.4 Use of Masculine and Singular Terms

Wherever the masculine or singular is used, the reference shall include the plural or feminine where the context so requires.

ARTICLE 2:     ASSOCIATION RECOGNITION AND RIGHTS

2.1     Bargaining Unit Defined

The bargaining unit shall consist of all regular employees of Fraser Valley College, with the exception of the following:

Principal  
Dean of Instruction  
Dean of Student and College Services  
Bursar  
Associate Dean of Continuing Education and Developmental  
Education  
Director of Accounting and Office Management  
Director of Purchasing and Facilities Services  
Personnel Officer  
Secretary to Principal  
College Board Secretary  
Secretary to Dean of Instruction  
Secretary to Dean of Student & College Services  
Secretary to Bursar  
Secretary to the Associate Dean of Continuing Education and  
Developmental Education  
Secretary to the Personnel Officer

Non-regular employees are excluded from the bargaining unit.

The parties may, from time to time and by mutual agreement, exclude additional positions from the bargaining unit as managerial or confidential positions.

2.2     Recognition of the Bargaining Agent

The College recognizes the Association as a trade union pursuant to the Labour Code of British Columbia, with all rights and responsibilities attendant upon such status. More particularly, the College recognizes the Association as the exclusive bargaining agent for all members of the bargaining unit.

2.3     No Other Agreement

No employee covered by the Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

2.4     Recognition of Representatives

The Employer recognizes the Committee of Officers of the Association for the purpose of relations between the Employer and the Association arising out of this Agreement. No employee or group of employees shall represent the Association at meetings with the Employer without proper authorization of the Committee of Officers.

2.5 Association Activities

- (a) Employees who are members of the Committee of Officers of the Association may be allowed up to four (4) hours per month to attend Association meetings. It is understood that meeting times will be negotiated with the employee's supervisor so as not to disrupt the operation of the College. Hours may not be accumulated from month to month.
- (b) In any one (1) contract year, all members of the Association shall be allowed to attend up to two (2) general meetings of the Association during College hours.

2.6 Leaves of Absence: Association Business

- (a) For purposes of releasing employees to conduct business for the Association, the College will grant paid leaves of absence to employees, subject to the following conditions:
  - (i) Where possible, requests for such leaves will be made in writing by the FSA President to the Principal at least twenty (20) college work days in advance, and
  - (ii) a request must specify whether it is for full-time or proportional leave, and
  - (iii) in any calendar year, not more than four (4) employees will be granted such leaves. One (1) such leave may be for full-time release, but the other three (3) such leaves must not exceed one-half (1/2) of a full-time release each, and
  - (iv) the College must be satisfied that the granting of a particular request for leave would not be in conflict with or disruptive to the operation of the College, and
  - (v) such leaves will not be unreasonably denied.
- (b) In the event that the College deems it necessary to provide a replacement for an employee who is granted a leave under this Article, whether such replacement is by substitution, transfer, or by hiring, the Association will pay all resulting costs. Such costs will include wages, benefit premiums, statutory holiday pay, vacation pay and payroll burdens which attend the replacement.

2.7 College Board Information

Both the Employer and the Association will furnish, in advance, copies of their respective Agenda and other public information

assembled for their regular meetings. Approved Minutes of regular meetings of the Association and of the Board will be exchanged. The Association shall have a place on the Agenda of all public College Board meetings.

The Board will provide to the Association, upon request, details of approved budgets and a summary of the proposed budget.

The Board will forward a copy of any newly implemented or revised College policy statements dealing with conditions of employment, immediately that such policy statements are adopted by the Board.

2.8 Continuing Discussions

Subject to this Agreement, the Employer agrees to continue to discuss practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion.

2.9 Use of College Services

The Employer agrees to provide the Association access to College services such as typing, postage, copying, and supplies.

The Association agrees to reimburse the Employer for services at cost to the College.

2.10 Copies of Contract

The Employer shall provide a copy of this Collective Agreement to each employee within twenty (20) work days of entry into force of this Agreement as described in Article 10 (Entry Into Force), unless unusual circumstances make this impossible. In such an event, the Association will be notified of the problem as soon as possible, and in any case fifty (50) copies of all negotiated contractual changes will be supplied to the Association within ten (10) College working days of entry into force of this Agreement, as described in Article 10.

2.11 Job Description

The Employer shall provide every staff employee with a copy of his current job description.

ARTICLE 3:      CHECK-OFF OF ASSOCIATION DUES AND  
MEMBERSHIP IN THE ASSOCIATION

3.1      Condition of Employment of New Employees

The Employer shall make it a condition of employment of new members of the bargaining unit that each such member shall pay to the Association an amount equal to the monthly membership dues in the Association fixed in accordance with its Constitution.

3.2      Employees Hired Before April 1, 1976

Employees hired before April 1, 1976, and who were not members of the Association at that date may be exempt from payment of membership dues to the Association, except where such employees have given a written assignment of a portion of their salary equal to the membership dues in the Association.

3.3      Employer Shall Acquaint New Employees

The Employer shall acquaint new employees with the fact that a collective agreement is in effect. New employees shall be presented with a copy of the Agreement, an Association membership application card, and an Association dues check-off card. The dues check-off card is to be signed by the employee and returned to the Employer immediately.

3.4      Deductions

- (a) Deductions shall be made monthly in the second payroll period of each month for membership dues and for any assessments levied by the Association. Deductions shall be considered as owing in the month for which they were so deducted.
- (b) The Employer shall, within one (1) month, forward to the Association the total amount of deductions collected, together with a list of employees from whom deductions were made in that month, and with the amounts deducted from each employee.
- (c) The Association shall advise the Employer in writing of the amount to be deducted until changed by further written notice to the Employer by the Association.



ARTICLE 4: EMPLOYER RIGHTS

4.1 Employer Rights and Direction of Work Force

The management of the College and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement. The Association agrees that all employees shall be governed by all policies adopted by the Employer and implemented by the Administration, and published to employees on bulletin or notice boards or by general distribution, provided such policies are not in conflict with this Agreement.

4.2 Employment Qualifications

- (a) In relation to employment within the College, it lies with the College to determine whether a candidate for first employment, or an existing employee, has the skills, qualifications and abilities which are required to assume a position and perform the tasks involved in that position. This determination by the College will arise in a variety of employment circumstances, including the filling of vacancies on a temporary or permanent basis, promotions, transfers, substitutions, return from long term disability leave, and in connection with lay-off, recall and bumping.
- (b) In cases where layoff, recall or bumping are not involved, the Selection Advisory Committee process as per Article 13 (Vacancies Within the Bargaining Unit) shall be used subject to (c), (d) and (e) and (f) below.
- (c) In making determinations about the qualifications, abilities and skills of an employee or of a candidate for employment, the College is obligated to make judgments based on fair and objective standards. The College must not treat any employee or candidate for employment in a manner which is arbitrary, discriminatory, capricious or unreasonable.
- (d) The College's determinations must be made within the parameters of the requirements of the applicable job description, and the relevant selection criteria established for the position.
- (e) Copies of the applicable job description and relevant selection criteria shall be provided to the Association before the decision is made by the College. Written notice of the College's decision shall be provided to the Association within ten (10) work days of the decision.

- (f) The accuracy and completeness of the job description and the relevance of the selection criteria are grievable. The selection decision may be grieved where the decision does not fit with the job description and selection criteria.

ARTICLE 5: TERM OF THE AGREEMENT

This Agreement shall come into effect as of the signing date of the completed Agreement and shall expire as of March 31, 1988. Where the parties undertake to renegotiate this Agreement in accordance with Article 6 (Renegotiation of the Agreement), the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded, or the right to strike or lockout accrues and is exercised, whichever first occurs.

ARTICLE 6: RENEGOTIATION OF THE AGREEMENT

6.1 Call for Renegotiation

The Association or the College may, by written notice given within the last four (4) months of the Agreement, call on the other party to renegotiate this Agreement.

6.2 Representation

In the event there is a call to enter into renegotiation of this Agreement, the party calling for negotiations shall advise the other party of the person(s) who shall represent it in negotiations, and in reply the other party shall advise the party calling for negotiation of the person(s) who shall represent its interests.

6.3 Options on Expiry of Agreement

If an agreement has not been reached on all items by the expiry date of this Agreement the parties may, by mutual agreement, submit unresolved matters to a third party for resolution, or either party may employ whatever economic sanctions as may be lawful.

6.4 No Strike/No Lockout During Term

- (a) The Association shall not declare, authorize, ratify or in any way participate in a strike during the term of this Agreement, and no employee shall strike during that period.
- (b) The Employer shall not lock out its employees during the term of this Agreement.

## ARTICLE 7: GRIEVANCE PROCEDURE

### 7.0 Definition of a Grievance

A grievance shall be defined as any dispute or controversy between the College and the Association in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; or any question as to whether any matter is grievable or arbitrable.

### 7.1 Informal Resolution

- (a) Every effort shall be made to resolve problems through informal channels before using the formal process. The affected employee must request a meeting with the appropriate supervisor in an attempt to discuss and resolve the issue before a grievance is initiated. The Area Shop Steward or Grievance Chair may attend the meeting at the request of the affected employee or the supervisor.
- (b) Any informal resolution of a grievance or complaint shall be consistent with this Agreement. If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may grieve the resolution.

### 7.2 Procedures: Initiation of a Grievance

- (a) All formal grievances filed on behalf of employees must be initiated by the Association.
- (b) Except where specifically provided by other provisions of this Agreement, all grievances will commence at Step One. Thereafter, the subsequent steps will be followed sequentially unless a grievance is resolved, withdrawn, or otherwise disposed of, or unless the parties otherwise specifically agree to handle a particular grievance in a different manner.

### 7.3 Step One

- (a) In the first step of the grievance procedure, the Area Shop Steward or the Grievance Chair will submit written notice of grievance to the appropriate supervisor. The written notice will state the facts giving rise to the grievance, identify the provisions of the Agreement alleged to be violated, and indicate the remedy requested. After receipt of the written notice, the supervisor will schedule a meeting within ten (10) work days with the Area Shop Steward or Grievance Chair

to discuss and attempt to settle the dispute. The affected employee has the right to be present at the meeting.

- (b) Step One ends at one of two dates according to which date occurs first: Step One ends twenty (20) work days from the date of the occurrence of the grievable event, or from the date on which knowledge of the grievable event can reasonably be attributed to the affected employee; or Step One ends within five (5) work days after the meeting between the supervisor and the Area Shop Steward or Grievance Chair as specified in Article 7.3(a) above. This step will end in one of the following ways:

- (i) the dispute is resolved between the Association and the appropriate supervisor, or
- (ii) the dispute is not resolved and the Association submits the grievance in writing to Step Two of the grievance procedure, or
- (iii) the Association decides not to pursue the grievance any further.

7.4

Step Two

- (a) The Grievance Chair of the Association, or representative, will submit a written notice of the grievance to the Principal, who may designate an administrator to respond to it.
- (b) The Principal or designate must hold a meeting within five (5) work days with the affected employee's immediate supervisor, the Grievance Chair or representative, and the employee if the employee wishes to attend.
- (c) Within five (5) work days of this meeting, the Principal or designate must, in writing, inform the Association of the decision and the reason for the decision.

7.5

Step Three

- (a) If the Association wishes to pursue the grievance beyond Step Two, the grievance will be submitted in writing to the Agreement Committee within five (5) work days of the decision of the Principal.
- (b) The Agreement Committee will meet within five (5) work days and shall, within ten (10) work days of the meeting, render in writing a recommendation to the Principal and the Association.

7.6

Step Four

If either party wishes to pursue a grievance beyond Step Three, the arbitration procedure (Article 8) shall be initiated within five (5) work days of the date on which Step Three is completed.

7.7

Policy Grievance

- (a) Where either the Association or the College disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute will be presented directly to the Grievance Chair of the Association, or to the Principal or designate.
- (b) The Grievance Chair of the Association and the Principal or designate must call a meeting within five (5) work days in order to discuss the grievance.
- (c) Within ten (10) work days of this meeting, the responding party must answer the grievance in writing, giving reasons for the position or the decision.
- (d) Where no satisfactory agreement is reached, either party may refer the dispute to arbitration (Article 8: Arbitration), provided that notice of the reference to arbitration is given to the other party within five (5) work days of the receipt of the position or decision provided by 7.6(c).

7.8

Time Limits and Procedures

- (a) The time limits and procedures fixed in this grievance procedure may be altered by mutual consent of the Association and the College. No reasonable request for alteration of time limits will be refused by either party, as for example, when the principals to a grievance are unable to meet within prescribed time limits due to scheduled vacations.
- (b) In the event that the College does not respond to a grievance within the specified time limits, the Association may require that the grievance proceed to the next step.
- (c) In the event that the Association does not respond to a grievance within the specified time limits, the grievance will be deemed to have been withdrawn.

7.9

Grievor Error Without Prejudice

No grievance shall be denied in the event the affected employee or Association errs in reference to the section of the Agreement cited.

ARTICLE 8:     ARBITRATION

8.1     Arbitration of Grievance

Any grievance may be referred to arbitration according to Article 7.6 (Step 4, Grievance Procedure) or to Section 96(1) of the Labour Code, after the grievance procedure has been exhausted as provided in Article 7 (Grievance Procedure).

8.2     Initiation of Arbitration

The party wishing to initiate arbitration shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the arbitration board. After receiving such notice and statement, the other party shall, within eight (8) work days, appoint its representative on the arbitration board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such a third member within eight (8) work days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. Expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

8.3     Reference to Single Arbitrator

Notwithstanding the provisions of Article 8.2 preceding, the parties may, by mutual agreement, refer an unresolved dispute to the binding decision of a single arbitrator. In such instances, if the parties are unable to agree on a mutually acceptable arbitrator within eight (8) work days of their joint decision to refer the matter to a single arbitrator, either party may ask the Minister of Labour to make the appointment. The expenses and compensation of a single arbitrator shall be shared equally between the parties.

8.4     Report of Arbitration Board

Within ten (10) work days following the establishment of the board of arbitration, it shall report its decision on the grievance. The majority decision of the board shall be final and binding on all persons bound by this Agreement.

8.5     Decision of the Arbitration Board

- (a) The decision of the arbitration board shall be final and binding on both parties.
- (b) The arbitration board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.



ARTICLE 9:      RATIFICATION OF AGREEMENT

The Association undertakes to submit this Agreement and any amendments subsequently made to it, and each Agreement negotiated pursuant to Article 6 (Renegotiation of the Agreement) herein which together constitute a collective agreement, to the members of the bargaining unit who are members of the Association, for ratification by a majority of those voting in a mail ballot or at a general meeting.

ARTICLE 10:    ENTRY INTO FORCE

This Agreement and each Agreement negotiated pursuant to Article 6 (Renegotiation of the Agreement) shall enter into force upon signature by the Chairman of the College Board and the President of the Faculty and Staff Association, following ratification by the College Board and ratification by the Association in accordance with Article 9 (Ratification of Agreement) above.

VBC      AL  
FSA              Board

ARTICLE 11:    AMENDMENTS

Amendments to this Agreement may be negotiated at any time where the parties jointly agree:

- (a) that legislation adopted by the Province of British Columbia or the Government of Canada subsequent to the signing date of this Agreement necessitates immediate revisions to the Agreement, or
- (b) that the College finds itself unable to obtain sufficient funds to meet its commitments under the provisions of this Agreement, or
- (c) that for any other reason, the Agreement requires amendment because of other circumstances not extant or contemplated as of the signing date of the Agreement.

ARTICLE 12: EMPLOYEE RIGHTS

12.1 Personnel Records

An employee desiring to view his own personnel record, including evaluation reports, employment record and financial record, will file a written request with the Personnel Officer or designate. The Personnel Officer or designate will then arrange, within a reasonable period of time but not more than five (5) work days, to review the employee's personnel file with the employee at a time convenient to the employee, the Personnel Officer or designate, and the College.

An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, the Principal, Senior Administrators, their Secretaries, Directors, Payroll Supervisor, Personnel Officer or designate, or a person with a court order.

An employee will be notified in writing within five (5) work days whenever material or information of a detrimental nature is added to his personnel record.

If an employee is re-evaluated pursuant to Article 15.2(c) (Evaluation Criteria and Procedures), the employee will have the original evaluation permanently removed from his personnel record if he so requests.

Where appropriate, material will be removed from an employee's file in accordance with Article 16 (Termination and Discipline: Use of Personnel File Material).

12.2 Picket Line at College Premises

The refusal of a member of the Association to cross a legal picket line established by a bona fide trade union will not, of itself, constitute a violation of this Agreement.

12.3 Indemnity

- (a) The College will not seek indemnity against an employee, and will provide legal assistance to an employee (and will pay any judgement against the employee) for actions that result in a judgement against the College or the employee, providing the employee was not acting in contravention of established College policy and was acting in good faith as an agent of the College. In any event, the College will make a decision on whether or not to take action against an employee only after consultation with concerned parties by means of an ad hoc joint committee. The joint committee shall consist of

four (4) members, two (2) selected by the College and two (2) selected by the Association.

- (b) College employees engaged in conducting or assisting in the operation of Study Tours and other College sanctioned activities as agents of the College are included in Clause 12.3(a) (Indemnity).

Upon request, the College shall provide each employee planning to conduct or assist in the operation of a Study Tour or other College sanctioned activity with a copy of the appropriate College insurance coverage and will make him aware of his protection and possible liability under the College insurance coverage.

#### 12.4 Academic Freedom

An employee is expected to be governed by his own discretion in the presentation of materials to patrons of the College; but, in the event that any disagreement or difference of opinion might arise over material or method of presentation, the College Board, which is responsible to the community as a whole, shall determine, after consultation with concerned parties by means of an ad hoc joint committee, whether the course or program will be offered, including those courses or programs offered by the Learning Resources Centre or requiring LRC materials. The joint committee shall consist of four (4) members, two (2) selected by the College and two (2) selected by the Association.

#### 12.5 Copyright

- (a) The copyright to all artistic, recorded or written work which is created during the course of employment shall be retained by the employee throughout his lifetime, and upon his death by his heirs and/or assigns, except as noted in Sections 12.5(b) and (c) (Copyright). When the stated conditions of employment or duties and responsibilities include the creation of specific artistic, recorded or written work, the copyright to such work shall be retained by the College.
- (b) The College shall have the right in perpetuity to use and revise, free of charge, any or all artistic, recorded or written work which was created by an employee during the course of employment at the College. This shall include the College's participation in a provincial television, telephone, or radio network for the purpose of distance education. If such work bears the name of an employee, the College will not alter, amend, or change in any way the said work without the consent of the employee.
- (c) Any costs incurred by the Employer in the production of artistic, recorded or written work by an employee will be

recovered from the employee, should the employee hold the copyright for such work. In no case will the employee's liability for repayment of costs exceed the income received from the work.

12.6 Scholarships and Bursaries

Scholarships, bursaries or other grants that an employee earns are his sole property.

ARTICLE 13: VACANCIES WITHIN THE BARGAINING UNIT

13.1 Vacancies

- (a) Wherever possible, regular positions will be created instead of a number of temporary positions. When possible, temporary positions will be combined to create regular positions. Where the Association can demonstrate detrimental effects on College services or the working conditions of regular employees, part-time regular positions will be combined into regular full-time positions.
- (b) Notice of all vacant or new positions for which the Association has bargaining authority shall be posted on designated College bulletin boards in each College centre and forwarded to any employee laid off within the previous fifteen (15) months, no later than the first date of an internal or external posting, whichever occurs first.
- (c) Posting of vacancies shall appear at least ten (10) College working days for faculty and directors, and five (5) College working days for staff, before the competition is closed. All vacancy postings shall include salary range, summary of the position description, required qualifications, hours of work, days off, work location and commencement date.
- (d) In the posting of a vacancy or new position, the hours of work, including days off, and the work location may be subject to change consistent with the operational requirements and the provisions of this Agreement.

13.2 Temporary Vacancies

- (a) A temporary vacancy in a regular position for a period of less than four (4) months may be filled by the Employer in consultation with the employees of the area.
- (b) A temporary vacancy for a period of four (4) months or more will be filled as in Article 13 (Vacancies Within the Bargaining Unit) or as in Article 21.2 or Article 22.2 (Acting in a Higher Capacity). If filled by 21.2 or 22.2, Article 13 will apply only within the responsible administrator's area.

13.3 Employee Applicants

A regular employee already on staff or on the lay-off list who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who is equally or less able to meet the criteria of the position.

13.4 Unsuccessful Employee Applications

Unsuccessful employee applicants for vacant positions will be notified in writing. An unsuccessful employee applicant may grieve, providing the grievance is brought within five (5) College working days of notice that the employee was unsuccessful in his application.

13.5 Selection Advisory Committee

The College shall supply the Grievance Chairman of the Association, or his representative, with a copy of the position posting at the same time that the position is posted.

Appointment of employees will be made by the Employer after consultation with employees in the appropriate area with respect to the criteria of the candidates and applicants for the position.

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from employees in the appropriate area.
- (b) The Association shall be responsible for providing the Employer with the name(s) of employee(s) appointed to the Selection Advisory Committee not later than the expiry date of the position vacancy posting.

13.6 Appointment of Coordinators

The appointment of Coordinators, their term of office, and compensation for the position will be determined by the Employer after consultation with employees from the department or program area in which the vacancy occurs.

13.7 Selection of Principal and Administrators

The selection of the Principal and the administrators will be determined by the Employer after seeking the advice of employees selected by the Association with respect to the criteria of and candidates for the position.



ARTICLE 14: APPOINTMENTS

14.1 Probationary Appointments Period

All new appointees to staff positions will serve an initial probationary period of six (6) months. Appointees to faculty and director positions will serve a one (1) year probationary period.

- (a) During the initial probationary period, a probationary employee may be transferred, laid off or dismissed for any stated reason.
- (b) If an employee is not reappointed in accordance with Article 14.2 (Staff Appointments and Reappointments), he will be deemed to have been dismissed and will be treated in accordance with the terms of Article 14.1(a).

14.2 Staff Appointments and Reappointments

(a) Appointments and Reappointments

Reappointment subsequent to the initial probationary period may be made for:

- (i) a final probationary period of six (6) months, during which period the staff employee has complete access to grievance; OR
- (ii) a continuing appointment without term.

In the case of a second probationary period, the employee shall be advised, at least two (2) weeks prior to the end of the period, of his reappointment and the terms thereof, or will be advised that the appointment will not be continued. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavourable evaluation reports as in Article 15 (Evaluation), or if the probationary employee has been laid off or dismissed prior to the end of the period of his probationary appointment.

During the final probationary period, dismissal or lay off will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the probationary employee stating the reasons for and nature of the action.

(b) Trial Periods

- (i) At any time during a continuing appointment, if there is cause for concern about an employee's performance as a result of unfavourable evaluation reports or other just cause, the employee may be placed on a

trial period not exceeding three (3) months for employees in pay groups one to three (1-3) inclusive, and not exceeding six (6) months for employees in pay groups four to eight (4-8) inclusive, with complete access to the grievance procedure.

- (ii) At the time of notification of placement on a trial period, the Employer shall provide written notice to the employee of the length of the trial period and the cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his performance.
- (iii) At the end of the trial period, the employee shall be re-evaluated and, as a result of the re-evaluation, shall be returned to a continuing appointment without term unless there is cause for termination as per Article 16 (Termination and Discipline), or unless, by mutual agreement between the employee, the Employer, and the Association, a second trial period (not exceeding the time allowed for the first trial period) is considered an appropriate alternative to termination.
- (iv) There shall be no more than one (1) trial period in succession, except as provided for in Article 14.2(b)(iii).
- (v) There shall be no more than two (2) trial periods within any two (2) year period.

#### 14.3 Faculty and Director Appointments and Reappointments

- (a) At least six (6) months prior to the completion of a faculty employee's or director's continuing appointment and at least three (3) months prior to the completion of a probationary or trial period appointment, the employee will be advised of his reappointment and the terms thereof, or will be advised that reappointment will not be made. Failure to reappoint may occur only when the employee has received unfavourable evaluation reports as in Article 15 (Evaluation).
- (b) A reappointment subsequent to the initial probationary period may be made for:
  - (i) a further one (1) year probationary period, during which period the employee has complete access to grievance procedure; OR
  - (ii) a continuing appointment of three (3) year term for positions funded from regular College money, or of up to three (3) years for positions not so funded.

- (c) A reappointment subsequent to a continuing appointment may be made for:
  - (i) a one (1) year trial period with complete access to grievance procedure; OR
  - (ii) a continuing appointment as in Article 14.3(b)(ii), above.
- (d) At the time of notification of appointment to a second probationary period or to a trial period, the Employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his performance.
- (e) There shall be no more than one (1) trial period in succession.
- (f) There shall be no more than two (2) probationary periods.

14.4 Transfers, Promotions or  
Bumping to a Different Position

- (a) The College encourages the concept of a career ladder. An employee who applies for and meets the criteria of a vacant position shall be given preference over an outside applicant who is equally or less able to meet the criteria of the position.
- (b) If a staff employee on a continuing appointment is transferred, promoted, or bumps into a position which is different from the position he previously occupied, he will serve a non-initial probationary period of six (6) months. If a faculty or director employee on a continuing appointment is transferred, promoted, or bumps into a different faculty or director position, he will serve a non-initial probationary period of one (1) year.
- (c) An employee will not be required to accept a promotion.
- (d) If, during or upon completion of the probationary period, the employee finds the job unsatisfactory, or the Employer has just and reasonable cause to rate his job performance unsatisfactory, he shall return to his former position if the position is still vacant or to another vacant position of equal salary range for which he meets the criteria. If such return is not possible, every attempt shall be made to place the employee in another vacant position for which he meets the criteria. In any case, the employee shall have the rights of seniority under Article 18.6 (Bumping Less Senior

Employees) in order to return to a position of equal salary range, or to be rehired in some other position for which he meets the criteria.

14.5 Appointment to Administrative Position

A bargaining unit employee appointed to an excluded administrative or support position shall be replaced in his former position for a maximum of one (1) year by a term appointee. If the bargaining unit employee is reappointed after his initial appointment, his vacated position shall be treated as a normal vacancy. If the bargaining unit employee is not reappointed after his initial appointment year, or if he declines such an appointment, he automatically returns to his former position without loss of seniority and without loss of salary increment credit.

ARTICLE 15: EVALUATION

This Article shall apply only to evaluation for the purposes of making reappointments and of continuing appointments.

15.1 Purposes of Evaluation

The purposes of evaluation are:

- (a) to provide the employee with information that will enable him to monitor and improve job skills and effectiveness.
- (b) to determine an employee's suitability for reappointment or continuing appointment.

15.2 Evaluation Criteria and Procedures

- (a) Evaluation criteria and procedures will be established by the Employer in consultation with employees in the appropriate area, and the Joint Professional Development Committee and those employees being evaluated will be provided with a copy of the criteria and procedures to be used. The Joint Professional Development Committee shall have the opportunity to review and advise with regard to the establishment of evaluation criteria and procedures.
- (b) Evaluation reports shall be written and then discussed with the employee, at which time the employee will sign the report and may, within five (5) work days, enter a Memorandum into the evaluation file. The evaluation report shall not be changed after the employee has signed it.
- (c) If re-evaluation is requested by the employee within ten (10) work days of signing the evaluation report, the re-evaluation will be prepared by a person other than the person responsible for the immediately preceding report, and that person will be chosen by the Principal after consultation with the Joint Professional Development Committee.
- (d) In the absence of an annual evaluation report, the employee's performance shall be deemed to be satisfactory for that year.

15.3 Times for Evaluation

- (a) Employees will be evaluated at least annually, except by mutual consent of both employee and employer.
- (b) An employee will be evaluated at least one (1) month prior to the date on which any notice is due under the reappointment provisions of Articles 14.2, 14.3, and 14.4 (Staff Appointments and Reappointments, Faculty and Director Appointments

and Reappointments, Transfers and Promotions). All teaching faculty on probation, trial, or the last year of a continuing appointment with term will be evaluated at least two (2) months prior to the end of the classes for the teaching year.

- (c) An employee may request evaluation at any time, and that request shall be granted by the employer. However, such requests may not occur more than twice (2 times) in any one (1) contract year.

#### 15.4 Grieving Evaluation Reports

An employee is entitled to grieve the violation of the established criteria and procedures for dealing with evaluation reports.

## ARTICLE 16:    TERMINATION AND DISCIPLINE

### 16.0     Preamble

This Article provides a formal method for the handling of disciplinary procedures. Before formal disciplinary measures as stated below are initiated, the Employer should take all reasonable steps to discuss and resolve the issue with the employee.

### 16.1     Just Cause

No employee shall be disciplined, suspended, or discharged except for just cause and only on the written authority of the Employer.

### 16.2     Proof of Just Cause

In all cases of discipline, suspension, and discharge, the proof of just cause shall rest with the Employer.

### 16.3     Means of Discipline

The means of discipline, in order of increasing severity, are:

- (a) written censure or letter of reprimand;
- (b) adverse evaluation reports;
- (c) trial periods as per Articles 14.2 and 14.3 (Staff Appointments and Reappointments, Faculty and Director Appointments and Reappointments);
- (d) withholding or withdrawing an increment as per Articles 21.7 or 22.3 (Increment Anniversary, Staff, or Increment Anniversary, Faculty);
- (e) suspension;
- (f) dismissal or termination.

### 16.4     Procedure

- (a) When an employee is reprimanded for conduct which, if repeated, may be grounds for suspension or dismissal, the employee shall, at the time of the reprimand and in the presence of the shop steward, be verbally given the reason for the action and this reason will be confirmed in writing within five (5) work days of the reprimand. Disciplinary actions shall be limited to the means listed in Article 16.3 above. All such material used to support a disciplinary action must be placed in the employee's personnel file, and the employee must receive from the Employer copies of any such documents being placed in his file, as per Article 12.1 (Personnel Records). All such documents shall be removed

from the employee's file within twenty-four (24) months of entry into it, provided there has been no further occurrence of the infraction requiring the discipline. The only exception shall be adverse evaluation reports which are not followed by a re-evaluation or a disciplinary action.

- (b) Suspension shall not exceed five (5) work days, unless extended by mutual agreement of the College and the Association. An employee may not be transferred or demoted while under suspension.
- (c) When an employee is suspended or discharged, the reason for this action shall, in the presence of the Shop Steward, be given verbally at the time of the suspension or discharge, and written confirmation of such reasons shall be forwarded to the employee and the Association within five (5) work days following the suspension or discharge.

16.5 Right to Grieve

An employee considered by the Association to be wrongfully or unjustly disciplined, suspended, or discharged shall be entitled to recourse under Article 7 (Grievance Procedure). All disciplinary actions are grievable.

16.6 Use of Personnel File Material

While the Employer may choose to keep written records of pre-disciplinary actions out of an employee's personnel file, the employee must have signed any such records and be aware of their being kept by the College. If such records are to be used in a disciplinary action, they must first be entered into the employee's personnel file and the employee notified as per Article 12.1 (Personnel Records). Only material from an employee's personnel file may be used as documentation in a disciplinary action.

16.7 Unjust Cause

If, as a result of grievance, it is found that an employee has been suspended or discharged for unjust cause, the employee shall be reinstated to his former position without loss of seniority or benefits, and shall be compensated with full back pay for the time lost retroactive to the date of suspension or discharge.



ARTICLE 17: SENIORITY

17.1 Calculation of Seniority

An employee's length of College seniority shall be calculated on the basis of the number of months worked, or equivalent, with one hundred and fifty-two (152) hours of work at regular straight time pay equalling one (1) month of service.

17.2 Seniority Lists

- (a) Not later than February 28th of each calendar year, the College will provide the Association with a seniority list, with seniority calculated to December 31st of the preceding calendar year. The list shall contain the name of every employee of the College, including those whose names appear on the current recall list.
- (b) For each employee named in the seniority list, the list will provide the following information:
  - (i) The employee's date of initial hiring.
  - (ii) The employee's accumulated seniority in months.
  - (iii) The employee's current job title and department.
- (c) At the same time that the College provides the seniority list to the Association, copies shall also be posted for the information of the employees.
- (d) Any objection to the accuracy of the seniority list, whether raised by the Association or by an individual employee, must be lodged with the College within one (1) month after the list has been provided to the Association. Thereafter, the list will be deemed to be valid and correct for all purposes of the Agreement until the next list is produced.

17.3 Type C Appointments: Limitations on Seniority and Status

- (a) Type C employees shall accrue seniority in the same manner as regular employees. However, their College seniority can be exercised only in relation to Type C contracts for which the employee has the necessary qualifications.
- (b) College seniority as a Type C employee confers "internal applicant" status for purposes of an employee applying for further Type C appointments. Such seniority does not confer "internal applicant" status with regard to the employee applying for Type A or B appointments, except as provided in Article 31.4 (Conversion of Type C Positions).

- (c) A Type C appointment employee who subsequently receives a Type A or B appointment will carry with him his accrued seniority from his Type C appointment(s). Such accrued seniority will then be recognized for all purposes of this Agreement relative to his Type A or B appointment.

17.4 Seniority During Leaves of Absence

- (a) A regular employee on a leave of absence with pay or on a leave for Association business as per Article 2.6 (Leave of Absence: Association Business) shall continue to accrue seniority, calculated as though the employee continued his regular duties.
- (b) Subject to the exceptions provided for in Articles 24.7 and 25.5 (Status of Employee on Professional Development Leave, and General Leave), a regular employee on a leave of absence without pay shall maintain but not accrue seniority for leave periods in excess of twenty (20) cumulative work days in any one (1) calendar year.

17.5 Seniority During Absences Due to Illness or Accident

- (a) A regular employee shall maintain and accrue seniority during absences due to non-occupational illnesses or accidents or injuries, during that period in which the employee receives full pay under the Sick Pay provisions of this Agreement. Thereafter, seniority is maintained but not accrued.
- (b) A regular employee shall maintain and accrue seniority during absences due to occupational illness or accidents or injuries, provided that such an employee is receiving benefits from the Workers' Compensation Board as a result of such illnesses or accidents or injuries.

17.6 Seniority on Re-employment or Recall

A regular employee who resigns from the College and is subsequently re-employed as a regular employee within thirty (30) calendar days, or who is recalled from layoff, shall be credited with his previously accrued seniority.

17.7 Transfer of Seniority Status

In the event that an employee changes jobs either from a job within the bargaining unit to an excluded position, or from an excluded position to a job in the bargaining unit, his total accumulated College seniority transfers with him.

17.8 Conflicting Seniority Claims

In the event that two (2) or more employees have the same College seniority then any resulting conflicts shall be resolved by chance or random lottery.

17.9 Loss of Seniority and Entitlement to Employment

An employee will lose all his seniority rights and entitlement to employment where:

- (a) He voluntarily resigns or otherwise terminates his employment, except as provided in Article 17.6 (Seniority on Re-employment or Recall);
- (b) He is discharged for just and reasonable cause, and is not subsequently reinstated pursuant to the grievance or arbitration procedure contained in this Agreement;
- (c) He is on lay-off for more than fifteen (15) consecutive months;
- (d) He loses his recall rights in accordance with the terms of this Agreement.

ARTICLE 18: LAYOFF AND RECALL

18.1 Reasons for Layoff

- (a) The College shall be reasonable in the reason or reasons for a layoff decision. The reason or reasons for layoff must not be based on bad faith or discrimination against any employee or employees.
- (b) Layoff will occur only for just and reasonable cause. These reasons will not include technological change. These reasons will be:
  - (i) a change in College priorities such as deleting or adding a program.
  - (ii) change in community needs as demonstrated through factors such as declining enrollment and/or job opportunities.
  - (iii) curtailment of resources by circumstances outside the control of the Employer.
  - (iv) externally imposed regulations or controls.
  - (v) health or safety problems outside the control of the Employer.
  - (vi) change in organization or method of operation due to one or a combination of the preceding reasons.
  - (vii) any other reason which fits within the spirit and intent of the reasons stated above.

18.2 Application of Seniority Principle

- (a) Subject to Article 18.3(c) (Layoff Procedure), there shall be no exceptions to the principle of "last hired, first laid off" except as noted in Article 18.14 (Right to Grieve).

18.3 Layoff Procedure

When the College determines that a reduction in the number of employees or a reduction in the number of an employee's hours of work is necessary, the following procedures will be adopted:

- (a) The College will provide advance notice to the Association and to the affected employee in accordance with Article 18.4 (Advance Notice to the Association of Layoff), and Article 18.5 (Notice of Layoff to Affected Employees).

- (b) During the notice period, the College and the Association shall meet to discuss alternative measures to layoff. To the extent that the parties agree to alternative measures, the layoff notices or the layoffs may be rescinded.
- (c) Consistent with the reasons for layoff given pursuant to Article 18.1 (Reasons for Layoff), employees who are assigned to similar duties and have similar qualifications will be selected for layoff in reverse order of seniority, within categories, as follows:
  - (i) non-regular employees will be laid off first
  - (ii) Type C employees will be laid off next
  - (iii) regular probationary employees will be laid off next
  - (iv) regular non-probationary employees will be laid off only after the preceding categories.

18.4 Advance Notice to the Association of Layoff

- (a) Type C employees who are the subject of a layoff will receive advance notice as provided for in Article 31.12 (Layoff and Expiry of Specified Term) of this Agreement.
- (b) At least one (1) month before the advance notices are to be served, the College will consult with the Association about the layoffs. In consulting with the Association, the College agrees to provide the following information:
  - (i) The reason or reasons for the layoff
  - (ii) Any supporting information which has influenced the College's layoff decision. The information includes relevant budgetary or financial information.
  - (iii) In those cases where such specific decisions have been made, the information provided shall also include the identification of the specific individual employees who will be the subject of the layoff.
- (c) Where layoffs are necessitated in emergency circumstances beyond the control of the College, these advance notice provisions are not applicable. In such cases, however, the College will provide the Association, as per Article 18.4(b) above, with a full explanation of the emergency circumstances at the earliest possible date.

18.5 Notice of Lay-Off to Affected Employees

- (a) A staff employee who is to be laid off will receive at least twenty-five (25) work days advance notice in writing.

- (b) A director or faculty employee who is to be laid off will receive at least four (4) months advance notice in writing, and where possible such layoffs will commence on August 1st of the year in question.
- (c) All layoff notices will include a statement of the reason or reasons for that particular layoff.
- (d) At the same time that the layoff notice is sent to the employee, a copy of the layoff notice will be sent to the President of the Association.
- (e) In the event that there are changes in the circumstances which necessitated a layoff decision by the College, the lay-off notice may be withdrawn and cancelled.
- (f) In circumstances where a Type A or a Type B position is not funded through the regular on-going College operating budget as indicated by the Letter of Allocation issued to the College annually by the Ministry of Education, an employee subject to layoff or termination shall be entitled to notice of twenty (20) work days.

18.6

Bumping (Displacing) Less Senior Employees

- (a) If an employee given layoff notice is qualified to fill an equal or lower position in the same faculty or staff bargaining unit component, then a more senior employee is entitled to bump (displace) a less senior employee in such a position. The Employer will then give the bumped employee notice of layoff in accordance with Article 18.5 (Notice of Layoff to Affected Employees), and the employee then has the right, in turn, to displace another less senior employee.
- (b) The qualifications and conditions under which bumping rights can be exercised are as follows:
  - (i) The employee must have the qualifications necessary to fill the position into which he wishes to bump.
  - (ii) An employee who chooses to exercise his bumping rights can only claim back his original position if it becomes vacant within fifteen (15) months of his notice of layoff.
  - (iii) The employee must accept the rate of pay and other terms and conditions of employment which are in effect for the job position into which he bumps. The rate of pay shall be determined in accordance with Article 21.4 (Rate of Pay on Transfer or Promotion).

- (iv) The exercise of the bumping rights cannot result in any claims for compensation for any expenses or allowances to be paid by the College.
- (v) An employee cannot bump into a higher paid position. He can only bump into a job position where the pay scale is the same as or lower than his present position.
- (vi) The employee must decide within five (5) work days of the date of receipt of his advance notice of layoff to exercise his bumping rights, and to indicate to the College in writing the position of the more junior employee that he wishes to bump.
- (vii) Once an employee has exercised his bumping rights, he cannot change his decision and claim a right to yet another job position. Such further moves can only be made when the College decides to fill a vacant position. Such vacant positions will be filled in accordance with Article 13 (Vacancies Within the Bargaining Unit).
- (c) If an employee who is the subject of a layoff wishes to bump into a position for which he is not currently qualified but on a reasonable assessment he could be equipped to perform with training, then the College shall provide in-service training. The College's obligation to provide such in-service training will normally be restricted to those cases where the employee can be reasonably expected to assimilate the training in not more than twenty (20) work days. Training periods of longer than twenty (20) work days shall be approved within provisions of Article 24 (Professional Development).
- (d) An excluded employee does not have the right to displace (bump) a member of the bargaining unit.
- (e) Bumping shall be restricted to within faculty and staff components. An employee on the faculty or director salary schedule cannot bump an employee on the staff salary schedule. Conversely, an employee on the staff salary schedule is not entitled to bump an employee on the faculty or director salary schedule.

18.7 Order of Recall

Employees on layoff shall be recalled in reverse order of layoff as effected through application of Article 18.3(c) (Layoff Procedure).

Recall Rights and Obligations

- (a) When a layoff occurs, the College shall establish a recall list and a laid off employee's name shall remain on the recall list for a period of fifteen (15) months, commencing with the effective date of the layoff. The recall list shall include employees who have received layoff notice.
- (b) An employee who has been laid off and who wishes to be considered for recall to work must ensure that the College is notified in writing of the employee's current address and telephone number. Failure to provide this information will serve to relieve the College of any obligation or liability in connection with the recall process.
- (c) Employees who are recalled to work following a layoff cannot be required to serve a new probationary period.
- (d) In the event that the laid off employee's former position becomes vacant, he shall be offered the position. If an equivalent position which carries the same or equivalent rate of pay as the employee's former position becomes vacant, then the laid off employee shall be offered the position, provided his qualifications are satisfactory.
- (e) In the event that a substantially different job position on the same pay scale or a lower paying job position becomes vacant during an employee's recall period, and provided that the employee is qualified, the laid off employee with the greatest seniority shall be offered the position. If the employee accepts the offer, he must also accept the terms and conditions of employment which are in effect for that job position. The rate of pay shall be determined in accordance with Article 21.4 (Rate of Pay on Transfer or Promotion). The laid off employee shall have the right to refuse this offer and remain on the recall list.
- (f) In the event that an employee refuses a recall offer to his former job position, or to a job position which is substantially the same as his former position and affords the same rate of pay, the College may remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the College.
- (g) Advice of a recall being given to an employee shall be provided to the Association on the same date that the notice is given or sent to the employee.
- (h) The College shall inform all employees on the recall list and the Association of all job vacancies at the same time as internal posting. Notice of vacancies shall be made by telephone, telegram, mail, or by direct personal contact. In the



event that an employee on the recall list wishes to be considered for a vacant position, the employee must apply in writing within ten (10) work days from the time the notice of vacancy is given by the College. If the employee wishes to be considered for a vacant position other than the position from which he was laid off, the application must include a statement of the qualifications the employee has for the vacant position.

18.9 Notice of Recall

- (a) Notice of recall shall be made by telephone, telegram, special delivery, registered mail, or by direct personal contact. The Association will be advised of the notice or attempted notice at the time it is given. Employees notified by mail will be given ten (10) calendar days from the time that notice was initiated by the College in which to acknowledge receipt of the notice and to indicate acceptance of the recall. Employees notified by means other than mail will be given five (5) calendar days notice of recall. The notice or advice of recall will include a time and date specified by the College, or a mutually agreeable alternative time and date, by which the employee must report for work if the recall is accepted.
- (b) An employee who has been recalled must report by the time and date directed or agreed to, or the employee may be deemed by the College to have voluntarily terminated his entitlement to recall unless there are extenuating circumstances acceptable to the College.

18.10 Rights of Employees on Layoff

- (a) Employees on the recall list will continue to be covered by this Agreement as specifically provided.
- (b) In the event of a layoff, the College is obligated to pay the affected employee for his earned statutory holidays and annual vacation on a pro-rata basis.
- (c) An employee on the recall list is entitled to continue his medical, extended health, dental, and group life insurance benefits during the layoff by paying, in advance each month, the full cost of the premiums for that period, subject to any eligibility requirement established by the respective insurance carriers.

18.11 Employment Qualifications Regarding Layoff, Recall and Bumping

Notwithstanding the general provisions of Article 4.2 (Employment Qualifications) in relation to employment qualifications, the

College will not establish a Selection Advisory Committee in circumstances which may result in the layoff or bumping of a regular employee.

18.12 Contracting Out

- (a) The College may contract out services or functions provided that such contracting out will not cause any employee with three (3) or more years of service to be laid off.
- (b) The Employer may contract out services or functions in order to improve efficiency without regard to the restrictions in (a) above, provided employees are reassigned to other equivalent positions for which they are qualified.
- (c) The College may contract out functions or services which have come into force after the date of ratification of this Agreement subject to (a) and (b) above.
- (d) In any case, services or functions which were carried out by laid off employees shall not be contracted out while the laid off employees are covered by the recall provisions of this Agreement, unless the Association agrees.

18.13 Employee Records on Layoff

Records of an employee of layoff will be kept by the College and references supplied by the College at the request of the employee or of an outside agency will clearly state the nature of the employee's termination as a layoff due to the reason stated by the College in accordance with Article 18.5(c) (Notice of Layoff to Affected Employees).

18.14 Right to Grieve

A grievance may be lodged in accordance with Article 7 (Grievances) of this Agreement regarding any decision taken by the College in relation to the layoff and recall procedures in this Agreement. Such a grievance may begin at Step One.

18.15 Severance Pay

- (a) An employee who has been given notice of layoff is entitled to severance pay as specified herein, provided
  - (i) he has not exercised his bumping rights within the time limits set by the agreement, or
  - (ii) he has not been employed in a vacant position for which he is determined by the College to have the necessary qualifications, or

(iii) he does not elect to have his name placed on the recall list.

- (b) The amount of severance pay shall be calculated on the basis of the employee's normal rate of pay at the end of the layoff notice period and according to the number of completed years of service as follows:

<u>Service</u>	<u>Severance Pay</u>
1 year	2 weeks
2 years	4 weeks
3 years	6 weeks
4 years	8 weeks
5 years	10 weeks
6 years	12 weeks
7 years or more	14 weeks

- (c) If the employee elects to take severance pay, he thereby waives all other rights, claims or entitlements, and severs his relationship with the College.
- (d) In order to elect to take severance pay, the employee must submit written notice to the College within ten (10) work days after the date on which the layoff notice was given.
- (e) Where layoffs are necessary in emergency circumstances beyond the control of the College, the advance notice provisions are not applicable. In such cases, however, employees will receive payment in lieu of notice equal to the payment for the appropriate notice time. It is understood that such payment in lieu of notice is in addition to severance pay.

ARTICLE 19: WORKING CONDITIONS FOR STAFF EMPLOYEES

19.1 Work Week

Except where a modified work week has been implemented, the work week for regular full-time employees designated as "staff" shall be five (5) seven-hour (7-hr.) days, thirty-five (35) hours per work week, with no less than two (2) consecutive days off between work weeks.

19.1.1 Modified Work Week

- (a) A modified work week is a modification of the standard work week described in Article 19.1 (Work Week) which has been mutually agreed to by the employee and the Employer.
- (b) A modified work week ~~may~~ arise at the written request of either the College or of the employee; however, an employee cannot be required to work a modified work week.
- (c) The appropriate senior administrator shall use the following criteria in approving requests for a modified work week:
  - (i) the daily work of the work area in which the staff member is employed shall be carried out;
  - (ii) where the work area relates to other components of the College, the role of the work area shall not be diminished or diluted;
  - (iii) no additional costs to the College shall result, for example, by reason of:
    - a requirement for additional staff;
    - paying overtime rates within approved hours.

19.2 Shift Premiums

- (a) A shift premium will be paid:
  - (i) for all hours worked outside the employee's regular shift, when less than forty-eight (48) hours notice of change of shift was given the employee;
  - (ii) for all hours worked on a "split" shift, i.e., a shift on which the employee is required to take an unpaid break or breaks totalling two (2) hours or more;
  - (iii) for all hours a staff employee is assigned to work outside the hours of 08:00 to 17:00 hours, whether or not advance notice of the shift assignment was given. This provision will not apply where a staff employee has elected to work a flexible or modified work week

which involves working outside the hours of 08:00 to 17:00 hours.

(b) Definition of Shifts

- (i) The shift premium from 4:30 hours until 7:59 hours inclusive, and 17:00 hours until 20:59 hours inclusive, will be the afternoon rate.
- (ii) The shift premium from 21:00 hours until 4:29 hours inclusive will be the night rate.

(c) Definition of Shift Premium

For the term of this Agreement:

- (i) forty-five cents (\$.45) per hour worked for the afternoon rate;
- (ii) seventy-five cents (\$.75) per hour worked for the night rate.

19.3 Meal Periods

An employee is entitled to a meal period of thirty (30) to sixty (60) minutes, to be scheduled as close to the middle of the work day as possible. If, as the result of an emergency, the employee is required to stay at his work station for the meal period, then the employee's work day shall be inclusive of that meal period.

19.4 Rest Periods

Regular full-time employees will be allowed two (2) fifteen (15) minute rest periods each work day -- one (1) in each half of the shift, i.e., one before and one after the meal period.

19.5 Overtime

Overtime is work performed by a staff employee in excess of his scheduled daily hours, or in excess of seventy (70) bi-weekly hours of work.

19.5.1 Recording of Overtime

Overtime must be authorized in advance by the appropriate supervisor, recorded on a time sheet, approved by the staff employee's immediate supervisor, and submitted to Payroll.

19.5.2 Overtime Rates

An employee shall be entitled to compensation for authorized overtime in excess of regularly scheduled daily or weekly hours. Overtime shall be compensated, in twenty (20) minute increments, at the rate of:

- (a) time and one-half (1 1/2 times) the staff employee's regular hourly rate for up to three (3) hours of overtime in any working day or eight (8) hours of overtime in a week;
- (b) time and one-half (1 1/2 times) the staff employee's regular hourly rate for the first three (3) hours worked on the first day off of the employee's scheduled two (2) consecutive days off;
- (c) double time (2 times) the staff employee's regular hourly rate for any overtime worked in excess of three (3) hours overtime in any working day, or in excess of eight (8) hours overtime in a week;
- (d) double time (2 times) the staff employee's regular hourly rate for:
  - (i) all hours in excess of three (3) hours on the employee's first scheduled day off;
  - (ii) all hours worked on the employee's second scheduled day off;
  - (iii) all hours worked on a day the employee was scheduled to receive a statutory holiday or, where a holiday is rescheduled pursuant to Article 29.1.(b) (Statutory Holidays), on a scheduled day off in lieu of a statutory holiday.

Overtime rates will be calculated on base rates only, and not on shift premiums.

#### 19.5.3 Overtime Rights

- (a) A staff employee may refuse to work overtime, except in emergency circumstances when the Employer may require that overtime be worked.
- (b) A staff employee shall not be required to take time off during regular hours to compensate for overtime worked. By mutual agreement of the employee and his immediate supervisor, authorized overtime may be taken as time off in lieu of paid overtime. Where time off is taken in lieu of overtime, such time off will be taken at the equivalent time of the rate earned when the overtime was worked, and shall be taken at a mutually acceptable time which is convenient to the needs of the department, but no later than the completion of the employee's next scheduled regular vacation period or March 31st following the vacation.
- (c) A meal break of one-half (1/2) hour paid at the applicable overtime rate shall be given to an employee if the overtime

worked extends more than two (2) hours beyond the completion of the employee's scheduled shift.

19.5.4 Calculation of Overtime

- (a) For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred and fifty-two (152).
- (b) Should the hourly rate arrived at result in a fraction of one cent (1¢), it shall be taken to the next highest full cent.

19.5.5 Allocation of Overtime

Whenever practicable, overtime worked within a department shall be allocated among the employees within that department on an equitable basis.

19.6 Call Out

- (a) An employee called out to work before the beginning of his work day or back after completing his work day, where such work is not continuous with his regular shift, shall be paid for a minimum of four (4) hours.
- (b) Cancellation of call out before the employee starts work shall result in a two (2) hour minimum at the applicable overtime rate.

19.7 Staff Duties

In addition to the duties outlined in the job description, staff duties may include, but not necessarily be limited to, the following:

- (a) approved professional development
- (b) travel, where an employee is required to work at a location other than the usual location.

19.8 Committee Participation

In addition to the duties included in their jobs, staff members are encouraged to participate on College committees. Participation in more than one (1) College committee whose activities require the employee to be absent from his regular duties requires approval of the appropriate senior administrator. The appropriate senior administrator shall provide the necessary preparation time for such committee work.

19.9 Review of Job Duties

- (a) An employee may request that his supervisor review his job description to determine its adequacy. Such a request shall

be in writing. The supervisor shall review the job duties with the employee. After consultation with the supervisor, the appropriate senior administrator shall give a written response to the employee within ten (10) work days from the date the supervisor receives the request.

- (b) If the response recommends a change in the job description, the change shall be completed and the appropriate senior administrator shall approve or not approve in writing a change in the job description within ten (10) work days of the decision to review.
- (c) If the senior administrator approves a change in the job description, he shall forward the appropriate material to the Job Classification Audit Committee within five (5) work days.
- (d) An employee may grieve his job description.



ARTICLE 20: WORKING CONDITIONS FOR FACULTY EMPLOYEES AND DIRECTORS

20.0 General

Employees will be expected to work regular schedules, with no less than two (2) consecutive days off per week, to meet the needs of the College in general and, specifically, of the department or work group to which the faculty employee is assigned.

In special circumstances exceptions to the following guidelines may be made by the College after consultation with the employee affected and other employees in the area.

20.1 Shift Work for Vocational Instruction

(a) Definition of Shifts

- (i) Day Shift: All hours worked on any shift which starts between 04:30 hours and 13:59 hours inclusive.
- (ii) Afternoon Shift: All hours worked on any shift which starts between 14:00 hours and 20:59 hours inclusive.
- (iii) Night Shift: All hours worked on any shift which starts between 21:00 hours and 04:29 hours inclusive.

(b) Definition of Shift Premium

For the term of this Agreement:

- (i) Thirty-five cents (35¢) per hour worked for afternoon shift;
- (ii) Forty cents (40¢) per hour worked for night shift.

(c) Shift Premium Entitlement

- (i) All vocational instructors working on afternoon or night shift as defined in Article 20.1(a) above shall be paid the shift premium defined in Article 20.1(b) above.
- (ii) An instructor working a full shift which begins between 11:00 hours and 13:59 hours inclusive shall receive the afternoon shift premium for all hours worked after 14:00 hours inclusive.
- (iii) Instructors working a modified work week who, by their own volition, choose to begin their shift at a time which would ordinarily qualify them for a shift premium shall not be entitled to the premium. Instructors

required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions will receive the appropriate premium.

20.2.1 Work Load

- (a) The normal workload for a full-time instructor of University Transfer or Career non-science courses organized on a semester basis shall be eight (8) or nine (9) courses per academic year. A non-science course normally consists of three (3) to four (4) hours of instruction per week for the duration of a semester.
- (b) The normal workload for a full-time instructor of University Transfer or Career laboratory science courses which include laboratory responsibility for the instructor shall be five (5) or six (6) courses per academic year. A laboratory science course normally consists of six (6) to seven (7) hours of instruction per week for the duration of a semester.
- (c) The workload of an instructor who teaches in programs organized on a semester basis will be determined through application of the Instructor Workload Formula (IWF) set out in Appendix "B" of this Agreement.
- (d) An Instructor Workload Advisory Committee (IWAC) will be established to review workloads of instructors who teach in programs organized on a semester basis and to make recommendations for deviation from the Instructor Workload Formula to the Dean of Instruction. In making its recommendations the IWAC will consider class size, amount of preparation required, marking load, instructional method and other factors determined by the College. In particular, the terms of reference for the IWAC shall be:
  - (i) to review the enrollment figures submitted by the College to the Ministry of Education which form the basis for determination of instructor workload;
  - (ii) to recommend categories of semester-based courses and the maximum number of students per section within each category;
  - (iii) to receive requests from instructors or the Dean of Instruction for review of individual workload assignments and after review to make recommendations, if appropriate, for modification of workload assignments;
  - (iv) to review data resulting from instructor evaluations in order to assess the effect of instructor workload on quality of instruction;

- (v) to monitor the effectiveness of the Instructor Workload Formula in achieving College enrollment goals and in assigning comparable workloads to instructors;
  - (vi) to advise the Dean of Instruction on other matters related to workload of semester-based instructors;
  - (vii) to consider, where applicable, discipline based workloads.
- (e) The Instructor Workload Advisory Committee shall consist of five (5) members, consisting of three (3) members appointed by the Association plus the Director of Arts and Applied Arts and the Director of Science and Applied Science. The Association representatives shall include one (1) member each from the Arts, Sciences and Career program areas.
  - (f) The normal workload for a full-time instructor who teaches in a program organized on a training day basis or which is funded as a vocational program shall not normally exceed twenty-five (25) hours of classroom instruction per week.

#### 20.2.2 Daily Limits

A faculty employee shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day, and the length of the instructional day shall not normally exceed twelve (12) hours. The faculty employee shall not normally be expected to teach both an evening section and the first morning block on the following day.

#### 20.2.3 Weekly Limits

The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the College to be at a specific location.

#### 20.2.4 Overloads

No faculty employee shall be required to teach an overload.

#### 20.2.5 Class Size

Class size for semester based courses shall not normally exceed thirty-five (35) students. Class sizes for individual courses will be determined by the Dean of Instruction in consultation with the Instructor Workload Advisory Committee. The laboratory portion of Science courses shall not normally exceed twenty-four (24) students. Class size for training day based courses shall not normally exceed twenty-two (22) students. For the purpose of application of class size limits, actual enrollment in a given section is determined on the date specified by the Ministry of Education for reporting stable enrollment figures.

20.2.6 Faculty Duties

- (a) In addition to instructional duties, a teaching faculty employee's duties may include but are not necessarily limited to the following:
  - (i) approved professional development
  - (ii) course preparation and revision
  - (iii) student consultation and/or selection
  - (iv) requisitioning supplies and equipment
  - (v) participation on College committees
  - (vi) liaison with and supervision of College employees
  - (vii) other related duties
- (b) For faculty teaching semester based programs, the duty year shall normally consist of the following:
  - (i) one hundred and seventy (170) days assigned instructional duty time;
  - (ii) twenty (20) days approved non-instructional duty time for approved activities related to the preparation and revision of course and instructional material, and general College duties;
  - (iii) twenty (20) days approved professional development time;
  - (iv) forty (40) consecutive days annual vacation.
- (c) Every second year, faculty teaching in semester based programs may be required to teach up to one (1) six (6) week course or its equivalent during their professional development/non-instructional duty time as a part of their regular course load.
- (d) For faculty teaching in training day based programs, the duty year shall normally consist of the following:
  - (i) one hundred and ninety (190) days assigned instructional duty time;
  - (ii) twenty (20) days approved non-instructional duty time and professional development time;
  - (iii) forty (40) consecutive days annual vacation time.
- (e) Non-teaching faculty duties are as described in job descriptions which are prepared by the appropriate senior administrator.
- (f) For all non-teaching faculty, the duty year shall normally consist of the following:

- (i) up to twenty (20) days approved professional development time;
- (ii) forty (40) consecutive days annual vacation;
- (iii) the remainder of the year as assigned duty time.

20.2.7 Course Preparation Limits

An instructor teaching courses in a semester based program shall not normally be required to prepare more than three (3) different courses per semester, or more than five (5) courses per academic year.

20.2.8 Exceptions

Exceptions to the provisions regarding normal working conditions for faculty will be resolved upon recommendation of the appropriate coordinator and approval of the Dean of Instruction.

20.3 Working Conditions for Directors

Directors shall normally work regular schedules of thirty-five (35) hour weeks, with no less than two (2) consecutive days off per week, to meet the needs of their specific area and the College in general.

Where the nature of the position requires evening or weekend work, thirty-five (35) hour work weeks will be taken as an average when determining the extra hours worked. The amount and the scheduling of compensatory time shall be mutually agreed upon by the senior administrator and the appropriate director.

In addition to their regular duties, director employees have an obligation to participate in College-wide committees and to undertake approved professional development. In order that they might fulfill the latter obligation, directors shall be granted time off by the appropriate senior administrator for approved professional development, as distinct from their annual vacation entitlement.

ARTICLE 21: STAFF WAGE RATES AND SALARY SCHEDULES

21.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement. The indication of a pay group in the Schedules shall not bind the Employer to create or fill such pay groups.

21.2 Acting in a Higher Capacity

- (a) In the event an employee is directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days, the employee shall receive an increase of ten percent (10%) of his rate of pay for the time in which he is actually performing the higher rated duties.
- (b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.

21.3 Rate of Pay on Temporary Assignment to a Lower Paid Position

An employee temporarily assigned by the Employer to a position with a lower rate of pay shall maintain his regular rate of pay.

21.4 Rate of Pay on Transfer or Promotion

- (a) When an employee is permanently transferred to a lower paying position, the employee shall be paid at the increment rate for the new position that is immediately lower than that which he had been receiving.
- (b) When an employee is transferred to another position which has the same pay rate as the employee's former position, there shall be no change in the employee's rate of pay or increment anniversary date.
- (c) When an employee is promoted to a higher paying position, the employee shall then receive the increment rate for the new position which is immediately higher than the increment rate the employee had received in his previous position.
- (d) Transfers or promotions shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise specifically be provided in this Agreement.

21.5 Rate of Pay on Reclassification

- (a) Where an employee's position is reclassified to a higher pay group, the employee shall then be paid at the new pay rate which is immediately higher than he had previously been receiving.
- (b) When a position is reclassified to a lower rated pay group, any incumbent employees shall continue to receive the same rate of pay they had been receiving, but will not receive any further increments or pay increases until such time as the new rate for appropriate service in the reclassified position equals or exceeds the rate the employee has been receiving.
- (c) Reclassification shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise be specifically provided in this Agreement.
- (d) An employee may grieve improper classification.

21.5.1 Job Classification Audit Committee

- (a) The Employer shall arrange for the training of three (3) representatives of the Association and three (3) representatives of the College administration in the job evaluation rating system employed by the College. The cost of training shall be shared equally between the Employer and the Association.
- (b) All new positions falling within the classification provision of this Agreement shall be audited and shall be reviewed six (6) months later. For existing positions, the Committee shall audit a classification change only when there is a change in the job description.
- (c) A joint Job Classification Audit Committee equally representing the Employer and the Association shall, at the request of either party, subject to (b) above,
  - (i) convene to audit the classification assigned to any position falling within the classification provision of this Agreement;
  - (ii) make recommendations in writing to the Employer as may be necessary concerning the classification of any position falling within the classification provision of this Agreement.

The Job Classification Audit Committee shall endeavour to inform the parties of the factors involved and the results of each stage of the position classification procedure.

- (d) The Job Classification Audit Committee shall not exceed a total of six (6) members, three (3) appointed by and from the Association and three (3) appointed by the Employer. Four (4) members equally representing the Association and the Employer shall constitute a quorum.

21.6 Regular Part-Time Employees

Regular Part-time employees will be paid the same proportion of full salary that their assignment bears to regular full-time.

21.7 Increment Anniversary

- (a) Employees will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the pay period following the earning of twelve (12) months of seniority as defined in Article 17.1 (Calculation of Seniority).
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service based on the employee's evaluation report.
- (c) If an employee takes more than six (6) months of unpaid leave in any year, the employee's increment anniversary date will be postponed one (1) full year.
- (d) The employer may grant more than one (1) pay increment for improved qualifications.

21.8 Pay Days

Employees shall be paid semi-monthly. An employee's pay shall be issued to the employee at his normal place of work, or at such place as the employee may request in writing and the College approves.

21.9 Schedules

- (a) The Staff Salary Schedule from April 1, 1986 to March 31, 1987 shall be the following:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Points</u>
1	1178	1235	1294	1355	1417	1486	100-159
2	1294	1355	1417	1486	1557	1632	160-219
3	1355	1417	1486	1557	1632	1709	220-278
4	1417	1486	1557	1632	1709	1789	279-337
5	1557	1632	1709	1789	1876	1963	338-396
6	1709	1789	1876	1963	2056	2156	397-455
7	1876	1963	2056	2156	2256	2365	456-514
8	2056	2156	2256	2365	2476	2593	515-575



ARTICLE 22: FACULTY AND DIRECTORS' WAGE RATES AND SALARY SCHEDULES

22.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement.

22.2 Acting in a Higher Capacity

- (a) In the event an employee is directed to perform the principal duties of a higher paying position for a period in excess of five (5) work days, the employee shall receive an increase of ten percent (10%) of his rate of pay for the time in which he is actually performing the higher rated duties.
- (b) If the major responsibilities of the higher rated position are assigned to the employee, the rules of promotion will apply in determining the rate of pay.

22.3 Increment Anniversary

- (a) Faculty and Directors will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the month following the earning of twelve (12) months of seniority as defined in Article 17.1 (Calculation of Seniority).
- (b) An increment may be withheld or, in the case of an employee, at maximum, withdrawn for less than satisfactory service, based on the employee's evaluation report.
- (c) The employer may grant more than one (1) pay increment for improved qualifications.

22.4 Additional Responsibilities

A faculty member who accepts in writing special responsibilities such as serving as coordinator shall normally be granted the release time necessary to fulfill those responsibilities. However, the appropriate Dean may, after consultation with the coordination group, grant additional compensation by salary adjustment when the normal duties and responsibilities defined in the coordinator's job description are exceeded.

22.5 Regular Part-Time Employees

Regular part-time employees will be paid the same proportion of full salary that their assignment bears to regular time.

22.6 Pay Days

Faculty and directors' salaries shall be paid in twelve (12) equal monthly installments. An employees pay shall be issued to the employee at his place of work, or at such place as the employee may request in writing and the College approves.

22.7.0 Schedules and Placement on Schedules

(a) There shall be two (2) salary schedules for Faculty:

- (i) P or Provisional: Temporary or provisional placement for less than the minimum qualifications of the R (Regular) Scale.
- (ii) R or Regular: Minimum qualifications of Masters degree or appropriate journeyman certification and at least eight (8) years journeyman experience, or equivalent of either, shall have a base placement of Step 1 (one). Minimum qualifications of Doctorate or appropriate journeyman certification and at least fifteen (15) years journeyman experience, or equivalent of either, shall have a base placement of Step Three (3).

The Employer may, at its discretion, move an employee from Scale P to a position of equal or higher pay on Scale R.

(b) Vocational teaching experience evaluated by the Employer as more than satisfactory shall be considered as equivalent journeyman experience under these provisions.

(c) Initial placement on the Salary Scale is not grievable.

The Employer may, with the consent of the employee, change the initial placement of the employee.

(d) There shall be three (3) salary schedules for Directors:

- (i) D-I or Director I: The Directors of Arts and Applied Arts, Contract Services, Learning Resources Centre, Science and Applied Science, and Vocational Education
- (ii) D-II or Director II:
- (iii) D-III or Director III: Coordinator, Community Programs, Eastern Region, and Coordinator, Community Programs, Western Region

22.7.1 Recognition of Previous Comparable Experience

Previous comparable work experience as evaluated by the Employer shall be recognized at the rate of one (1) step for each year of

full-time experience. Where such experience is recognized, teaching assistantships, laboratory experience, and related part-time experience shall be recognized on a proportional basis not to exceed point five (.5) to one (1). Comparable work experience shall be determined by the Employer to a maximum of seven (7) additional steps.

## 22.7.2 Schedules

- (a) The Faculty Salary Schedule from April 1, 1986 to March 31, 1987 shall be the following:

<u>Step</u>	<u>P</u>	<u>R</u>
1	23,915	26,307
2	25,111	27,503
3	26,307	28,699
4	27,503	29,895
5	28,699	31,091
6		32,287
7		33,483
8		34,679
9		35,875
10		37,071
11		38,267
12		39,463
13		40,660
14		41,857

## 22.7.3 Directors' Schedules

- (a) The Directors' Salary Schedule shall be the following:

<u>Scale</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
D-I	1.00	1.05	1.10	1.15	1.20
D-II	.90	.95	1.00	1.05	1.10
D-III	.80	.85	.90	.95	1.00

Each of the Directors' Salary Scales has been assigned a factor range of five (5) steps. The reference salary rate shall be the highest step of the highest scale of the faculty schedule.

ARTICLE 23: ALLOWANCES

23.0 Travel Requirements

An employee may be required, as part of his duties, to travel between the main College campuses, or to other locations within or outside the College region. Expenses for such travel required by the College, including reasonable accommodation and meal expenses in emergency situations, will be paid to employees in accordance with this Article.

23.1 Mileage

Employees required to use private vehicles for College business will be reimbursed, effective the date of commencement of the Agreement, at the rate in effect on December 31 prior to the expiry of the Agreement.

The College mileage rate shall increase or decrease six-tenths of one cent (\$.006) for every plus or minus (+/-) four and four-tenths cents (\$.044) change in the cost per litre of gasoline over the cost as of the date of commencement of the Agreement.

The College will select, in consultation with the Association, one supplier of gasoline as the source of price change information. The mileage rate will be adjusted by the College as agreed at the end of June and December during the term of the Agreement.

All mileage for which a claim is made must be approved by the employee's immediate supervisor.

23.2 Meals and Accommodation

An employee required to travel outside the College region on College business will be reimbursed for reasonable expenses for meals, accommodation and other legitimate requirements of the employee. Claims for such expenses must be accompanied by receipts.

23.3 Transfer Allowances

- (a) The College shall pay for the initial move of household goods for those employees reassigned to another location at the College's request. The employee, where possible, will normally assign his household goods to the carrier who submits the lowest of two (2) competitive bids.

- (b) An employee shall not be transferred more frequently than every three (3) years, except by mutual agreement of Employer and employee.
- (c) an employee shall not be required to transfer from the location to which he was originally assigned, if the work that he performed at that original location is to be continued.
- (d) notice of transfer must coincide with the regular notice of appointment.

ARTICLE 24: PROFESSIONAL DEVELOPMENT

24.1 Joint Intent re Professional Development

It is mutually agreed that professional development is in the interest of both parties for the purpose of assisting employees to upgrade present skills and knowledge, adapt to new work methods and procedures, and prepare for career advancement within the College. Furthermore, levels of funding for professional development should, whenever possible, enable employees to participate fully in the activities defined in this article.

24.2 Professional Development Funds

To support in-service professional development, educational leaves and exchange programs, the College should budget annually for professional development in the following manner:

- a) Not less than one point six percent (1.6%) of the total salary budget for employees within the bargaining unit shall be available to support in-service professional development activities and assisted educational exchanges as defined in Article 24.3 (Classification of Professional Development). At the end of any fiscal year, the remainder of this fund will be designated for educational leaves, as specified in Article 24.2(b).
- b) The College, in consultation with the Association, will establish an Educational Leaves Fund (ELF) to support assisted educational leaves as defined in Article 24.3(b).

The funding for the term of this Agreement will be as follows:

- (i) A contribution from the 1982-83 budget of \$\*\*,\*\*\*.
- (ii) The remainder of the in-service professional development fund at the end of any fiscal year, as specified in Article 24.2(a);
- (iii) The full base salary and benefits which would normally be paid to employees during leave periods.

The ELF is a continuing fund which shall carry over any remainder to the next budget year.

24.3 Classification of Professional Development

There shall be four (4) categories of professional development:

- a) In-service professional development, defined as time off at full pay for the purpose of attending conferences, workshops

and other approved professional development activities which do not take the employee from regular duties for more than fifteen (15) consecutive work days at a time. All employees within the bargaining unit shall be eligible for in-service professional development, and direct replacement costs for an employee undertaking such activities shall be paid out of the Professional Development Fund.

- b) Assisted educational leave, which shall be subdivided into two categories:
  - i) Assisted short-term educational leave, defined as leave of sixteen (16) to ninety (90) work days, during which the employee shall receive full pay. An employee shall be eligible for assisted short-term educational leave after completion of the equivalent of three (3) years of continuous employment with the College since his initial appointment, or after completion of up to the equivalent of two (2) years continuous employment with the College since the end of his most recent assisted educational leave period. If the previous assisted short-term educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the College, as calculated on a straight pro-rata basis.
  - ii) Assisted long-term educational leave, defined as leave of ninety-one (91) to two hundred (200) work days, during which the employee shall receive seventy percent (70%) of full base pay, plus full vacation pay when appropriate. An employee shall be eligible for assisted long-term educational leave after completion of the equivalent of five (5) years of continuous employment with the College since his initial employment, or completion of up to the equivalent of five (5) years continuous employment with the College since the end of his most recent assisted educational leave period. If the previous assisted educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of five (5) years continuous employment with the College, as calculated on a straight pro-rata basis.
- c) Unassisted educational leave, defined as leave of sixteen (16) to two hundred (200) work days, during which the employee shall not be paid. An employee shall be eligible for unassisted educational leave after completion of the equivalent of three (3) years continuous employment with the College since his initial appointment, or completion of the equivalent of up to two (2) years continuous employment

with the College since the end of his most recent educational leave or exchange period. If the previous unassisted educational leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the College, as calculated on a straight pro-rata basis.

- d) Assisted exchange leave, defined as leave at full base pay whereby a qualified employee, with his consent, is exchanged for a period of up to two hundred (200) work days. An employee shall be eligible for exchange leave after completion of the equivalent of three (3) years of continuous employment with the College since his initial employment or the equivalent of up to two (2) years of continuous employment with the College since the end of his most recent educational leave or exchange period. If the previous unassisted exchange leave was less than the maximum, the waiting period for further eligibility shall be the appropriate fraction (to the nearest day) of two (2) years continuous employment with the College, as calculated on a straight pro-rata basis.

Professional development does not include time and money spent on regular College business, nor does the term include training or education required rather than recommended by the College.

The Employer may refuse to grant leave to an employee where such leave would disrupt the operation of the College, as determined by the Employer within guidelines established by the Joint Professional Development Committee, but this decision may be grieved by the employee. Such decisions regarding assisted exchange leaves shall be made in consultation with the appropriate employees in the affected area.

#### 24.4

##### Allocation of Professional Development Funds

- a) The administration and allocation of the Professional Development Fund is the responsibility of the Joint Professional Development Committee which shall, in consultation with the applicant's senior administrator and having considered the needs of the department, accept, modify or reject an employee's request for funds and/or time.
- b) The responsibility for accepting, modifying or rejecting an application for assisted leave, unassisted leave, and exchange leave shall rest solely with the Joint Professional Development Committee and shall not be delegated. However, the Joint Committee may seek the advice of a sub-committee concerning such applications. Applications shall initially be judged on a pass/fail merit basis. The passing applications shall then be considered according to the length of time the applicant has been eligible for such leave. If,



after these two steps, more applications are eligible than may be approved, the applications shall be judged according to the seniority of the applicants.

- c) The ELF as defined in Article 24.2(b) (Professional Development Funds) will be used to pay for the direct costs of an employee granted assisted educational leave. Such costs will be limited to salary and benefits (as described in Article 28 (Benefits) of this Agreement) of a replacement person or persons, recruitment costs, and any approved expenses as specified in Article 24.4(g) (Allocation of PD Funds).

If an employee granted assisted educational leave does not receive full salary due to an educational leave allowance of less than full salary, or due to receipt of external support, then the portion of salary and benefits not paid to that employee will be contributed to the ELF. The ELF is a continuing fund which shall carry over any surplus to the next budget year.

- d) Not less than fifty percent (50%) of the ELF shall be annually allocated for short-term educational leave. Not less than forty percent (40%) of the ELF shall be annually allocated for long-term educational leave. If in any fiscal year applications are received by the Joint PD Committee such that these percentage allocations cannot be met, the Joint PD Committee may redistribute the allocations as it deems appropriate.
- e) The annual allocation of the ELF between faculty and staff employees shall correspond to the proportions of faculty and staff salaries in the salary budget for employees within the bargaining unit. At the end of any fiscal year, any remainder of the faculty and staff ELF allocations will be carried forward to any new fund without redistribution, provided the accumulations do not exceed the equivalent of the previous three (3) years' allocations to either group.
- f) At the request of the employee, up to ten percent (10%) of the total amount of an employee's pay during educational leave may be withheld by the College and claimed as a reimbursement for expenses rather than salary. At the end of the leave period the employee must submit receipts acceptable to the College in order to receive expense reimbursement. If less than the amount withheld is claimed as expenses, the balance will be paid to the employee as salary.
- g) Not more than one thousand dollars (\$1,000.00) for approved expenses related to leave shall be allocated in addition to his full salary to an employee granted assisted exchange leave.

24.5 Composition of Joint Professional Development Committee

The Joint Professional Development Committee shall consist of five (5) members appointed by the College administration, and five (5) members appointed by and from the Association.

24.6 Employee Obligation

An employee granted professional development leave may be required to maintain contact with the Employer and to provide such information as will allow the Employer to determine whether or not the conditions of the leave have been met. An employee granted professional development leave may be required by the Employer to return to the College for a period equal to twice (2 times) the length of the leave period, and to submit acceptable reports of his activities to the Joint Professional Development Committee. An employee who defaults on these conditions may be required to refund all or part of the amount paid on terms the Employer considers appropriate. Should the employee fail to return to the College or leave the College before completion of the full period of obligation, the maximum amount of repayment shall be pro-rated on the proportion of obligation unfulfilled.

24.7 Status of Employee on Professional Development Leave

An employee granted educational or exchange leave shall be regarded as a full-time employee for the purpose of determining seniority and salary increments, except when the employee will receive an additional increment or promotion as a result of such activity. In this case, whether the employee continues to accrue seniority shall be at the discretion of the Employer. An employee granted educational or exchange leave shall be entitled to all benefits described in Article 26 (STD), Article 27 (LTD), and Article 28 (Benefits) of the Collective Agreement.

On return from professional development leave, the employee is entitled to return to the same or equivalent position, except in the case of coordinators and supervisors who have no guarantee of reinstatement to their senior positions.

24.8 External Assistance

When sources of outside funding and College assistance to an employee granted professional development leave will exceed one hundred percent (100%) of the employee's full base pay, the College will adjust its assistance to the employee so that total earnings are equal to one hundred percent (100%) of full base pay.

Definition of Professional  
Development Leave Period

The professional development leave period is defined as a specified number of work days, or fractions thereof, excluding earned vacation time, during which the employee is relieved from all normal duties. For faculty employees, the leave period may include teaching duty time and all other non-teaching duty time except for earned vacation.

ARTICLE 25: LEAVES OTHER THAN DISABILITY LEAVES

25.1 Association Leave

Leave for Association business will be granted pursuant to Article 2.6 (Leave of Absence Without Pay for Association Business).

25.2 Leave for Court Appearances

- (a) The College shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors and subpoenaed witnesses in a court action, provided such court action is not related to the employee's private conduct.
- (b) In cases where an employee's private conduct has occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his regular earnings while serving as a juror or witness shall remit to the College all monies paid to him by the court, except travelling and meal allowances not reimbursed by the College.
- (d) The employee shall report for work as soon as possible when excused from duty, provided there are more than two (2) hours of work left in the work day.
- (e) Time spent at court by an employee in his official capacity with the College shall be at his regular rate of pay.
- (f) Attendance at court in relation to actions arising from employment, requiring attendance at court, shall be with pay.
- (g) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay.
- (h) For all the above leaves the employee shall advise his supervisor as soon as he is aware that such leave is required.

25.3 Maternity Leave

Employees will be granted maternity leave in accordance with the provisions of the Maternity Protection Act. Unpaid leave of absence to a maximum of one (1) year, including that provided under the terms of the said Act, shall be granted upon request in writing made not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods.

25.4 Leave for Professional Development Activity

See Article 24 (Professional Development)

25.5 General Leave

Except as otherwise specified in the Agreement, an employee may apply for and be granted general leave for good and sufficient reason acceptable to the Employer. Employees requesting such leave will file written application to the Principal who will determine, on the basis of the merits of the application and the College's operating situation:

- (a) whether such leave will be granted and, if so,
- (b) whether leave will be with or without pay, and
- (c) any other conditions of leave.

The decision of the Principal on applications for general leave will be final and binding, and will not be subject to grievance procedure.

25.6 Political Leave

- (a) If an employee is nominated as a candidate for election at the federal, provincial or municipal level, he may be entitled to leave of absence without pay to engage in the election campaign, if the employee applies for such leave. This leave may be for a proportion of his regular duty load.
- (b) If elected to full-time office, the employee may be eligible for leave of absence without pay for a period of one (1) year, and such leave may, upon application, be renewed each year during his term of office, to a maximum of five (5) years. This leave may be for a proportion of his regular duty load.
- (c) The employee shall give one (1) month notice of his intention to apply for a leave of absence under this section by notifying in writing the appropriate senior administrator and the Association.
- (d) Such leave is, however, subject to the discretion of the Principal who will satisfy himself, in consultation with the department chairperson or appropriate administrative supervisor, that the College will not suffer unduly as a result.
- (e) A faculty employee teaching in the university transfer or career/technical areas returning from political leave shall re-enter at the beginning of the next recognized semester. Other employees returning from political leave shall re-enter at the College's earliest convenience, but not later than four (4) months from the date of the employee's written notification to re-enter.

25.7 Special Leave

An employee may be granted leave of absence with pay for up to a total of five (5) work days per calendar year for any one or a combination of the following reasons:

- (a) Bereavement: Special leave may be granted as a result of the death of a parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.
- (b) Paternity: Special leave may be granted due to the birth of a legal dependent of a male employee, provided such leave is requested and taken within twenty (20) days of the birth of the child.
- (c) Adoption: Special leave may be granted due to the adoption of a legal dependent by an employee, provided such leave is requested and taken within twenty (20) days of the adoption of the child.
- (d) Household Emergency: Special leave may be granted for a household emergency which makes it impossible for an employee to report to work due to a serious threat to the safety of his home and family. Examples of household emergencies are the consequences of flooding, impassable road conditions, prolonged power failure, and epidemic health hazards.
- (e) Family Illness: Special leave may be granted due to the serious illness of an immediate family member of an employee. For the purpose of this provision, an immediate family member is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild.

25.8 Benefits

See Article 28.6 (Benefits Coverage During Leave of Absence Without Pay).

25.9 Notification to Re-Enter

Except for instructor employees, an employee shall provide written notice to his senior administrator at least forty (40) work days before expiry of the leave period showing his intent to re-enter from leave taken under Article 24.3(b)(ii), (c) and (d) (Classification of Professional Development, Article 25.5 (General Leave) and Article 25.6 (Political Leave)).

An instructor employee granted leave shall provide written notice to his senior administrator of intent to re-enter from leave at least eighty (80) work days before the expiry of the leave period.

Not later than (15) work days in advance of the deadline for notification to re-enter, the College shall contact the employee by registered mail to an address to be provided by the employee. The notice will inform the employee of his contractual obligation to give notice of re-entry and of the date on which his notification is required.

If an employee on leave fails to submit notification of intent to re-enter before the expiry of the prescribed time limit, the Employer may deem that employee to have resigned

- (a) on the date upon which leave of absence without pay commenced, or
- (b) on the date upon which leave of absence with pay expires.

ARTICLE 26: SHORT-TERM DISABILITY LEAVE, INCLUDING SICK LEAVE

26.1 Short-Term Disability Leave

Short-Term Disability Leave (STDL) is intended as a form of income protection against injury or illness which would otherwise result in income loss.

26.2 Eligibility for STDL

Regular employees become eligible for STDL benefits upon commencement of service with the College.

26.3 STDL and Workers' Compensation

In the event that an employee is absent from work as the result of an illness or injury for which the employee is receiving benefits under the Workers' Compensation Act of B.C., the employee is entitled to the STDL benefits under this Agreement during such absence, provided that the Workers' Compensation benefits are paid over to the College.

26.4 STDL Benefits

(a) In any one (1) calendar year, a regular full-time employee is eligible for the following STDL benefits:

- (i) a total of thirty (30) work days of coverage at one hundred percent (100%) of the employee's applicable rate of pay;
- (ii) if and when the thirty (30) days provided for in (i) have been used, a further total of sixty-four (64) work days of coverage at 70% of the employee's applicable rate of pay;
- (iii) in the event of an absence for reasons of illness or injury which exceeds ninety-four (94) consecutive calendar days, the LTD provisions of this Agreement come into effect and take precedence over the STDL benefits.

(b) In any one (1) calendar year, a regular part-time employee is eligible for STDL benefits on a pro-rata basis. The following formula will be used to calculate the pro-rata entitlement:

$$\frac{\text{ADD X PTWL X 100}}{1750} = \text{percentage of STDL days.}$$



- ADD = "Assigned Duty Days": the number of assigned duty days in a calendar year required by a particular appointment.
- PTWL = "Part-Time Work Load": the work load assigned to the particular employee, expressed in working hours, or equivalent, per day.
- 1750 = the number of working hours in a full-time work year, calculated on the basis of two hundred and fifty (250) work days per year x seven (7) work hours, or equivalent, per day.

## 26.5 Qualifications on STDL Absences

The following qualifications apply to any claim for benefits under the STDL plan:

- (a) Casual Absence: An absence of three (3) consecutive work days or less due to illness or injury, will be referred to as a "casual absence" and will not normally require a physician's certificate. However, where there appears to be excessive use or abuse of such absences, medical certificates acceptable to the College may be required.
- (b) Extended Absence: An absence of more than three (3) consecutive work days due to illness or injury, will be referred to as an "extended absence". A medical certificate acceptable to the college shall be required for any such absence.
- (c) Recurrent or Persistent Absence: In cases of recurrent or persistent absences due to illness or illnesses, the College may:
  - (i) require a medical evaluation of the employee's suitability for continued employment, and/or
  - (ii) require the employee to take sick leave until he can produce medical evidence acceptable to the College that he is again fit for his employment.
- (d) Quarantine: In the event that an employee is placed under quarantine due to the illness of others, the employee will be entitled to receive STDL benefits in the same manner as he would if he were suffering from the illness.

## 26.6 Change in Entitlement

In the event that an employee who has been absent due to illness or injury returns to work but only to shorter hours or a reduced workload, he shall be entitled to future STDL benefits only on a pro-rata basis.

Medical Certificates

- (a) In addition to those circumstances specified in relation to casual absences, extended absences and recurring or persistent absences, the College may require an acceptable medical certificate in any case where at least twenty (20) work days have elapsed since the last medical certificate was received, and the employee has been in receipt of STDL benefits throughout that period.
- (b) The College will only recognize medical certificates completed by medical practitioners qualified to practice in the province of B.C., or a professional consultant to whom the employee is referred by such a medical practitioner.
- (c) The College may cease to pay STDL benefits, or may reclaim such benefits which have been paid, when an employee does not provide requested evidence of medical disability during the benefit period, or within five (5) work days after returning to work.
- (d) The costs of medical examinations and certificates, as required to substantiate claims under the STDL plan, shall be the responsibility of the employee. An employee is not entitled to take time off with pay in order to attend such examinations or to obtain such certificates. At the discretion of the Employer, time off with pay may be granted where the employee can demonstrate unusual or emergency circumstances.
- (e) The College may require an employee who is claiming STDL benefits to be examined by a medical practitioner selected by the College.

Integration with Other Disability Income

In the event that an employee is entitled to receive disability income benefits from sources other than these STDL provisions for the same illness or injury, then the STDL benefits will be reduced by any amount by which the total benefits received from all sources is in excess of one hundred percent (100%) of the employee's normal earnings from the College.

STDL Benefits not Payable during Certain Periods

STDL benefits will not be paid during the following periods:

- (a) When an employee is absent on annual vacation.
- (b) When an employee is engaged in other employment. An exception will be made in circumstances where there is medical evidence that the illness or injury prevents the employee

from carrying out his duties for the College but nevertheless allows him to perform work tasks in other employment without impeding his recovery.

- (c) While on strike or locked out, unless the strike or lockout occurred after the commencement of the illness or injury.
- (d) During a suspension without pay.
- (e) During any leave of absence without pay, except where dictated by legislation as in the case of maternity leaves, or as otherwise specifically provided for in this Agreement.
- (f) During any leave of absence with less than normal pay, except as specifically provided for in the granting of such leave, as in the case of Educational Leave.
- (g) Any time period in which the employee would not have been deemed to be working for the College under the terms of his appointment.

26.10 Employee's Responsibility

- (a) An employee who is unable to report for work as a result of illness or injury shall inform the College, or cause the College to be informed, as soon as possible. In all such cases, it is recognized that time is of the essence because of the possible need to schedule relief employees.
- (b) Pursuant to College procedures, the employee may be required to inform the College of the expected date of return to work, the nature of the illness or injury, and the name of the employee's attending physician.
- (c) All absences will be recorded by the employee on prescribed Absence Reports and submitted to the appropriate administrator.

26.11 Calculation of STDL Periods

STDL will be calculated to the nearest half (1/2) day in the case of regular employees. In the case of regular part-time employees, STDL will be pro-rated as otherwise provided in this Agreement.

26.12 STDL Benefits Upon Lay-Off

- (a) Subject to (b) below, regular employees who are receiving STDL benefits shall continue to receive such benefits upon lay-off until the termination of the illness or injury or until the maximum benefit entitlement has been utilized, whichever comes first, if the lay-off notice is given after the commencement of the illness or injury for which STDL benefits are being paid.

- (b) In the event that the lay-off notice was given prior to the commencement of the illness or injury, benefits will cease on the effective date of the lay-off only if the illness commenced within two (2) months before the effective date of the lay-off.

26.13 Medical and Dental Appointments

- (a) The College is under no obligation to grant time off with pay to employees for purposes of medical and dental appointments. At the discretion of the Employer, time off with pay may be granted where the employee can demonstrate unusual circumstances. Leave for non-routine medical and dental appointments is covered by Article 25.7 (Special Leave) or Article 26.5(a) (Casual Absences in STDL).
- (b) Permission to attend medical and dental appointments during work hours may be granted by an employee's administrator, provided that acceptable arrangements are made, such as making up time or adjusting pay.

26.14 Time Qualifications

- (a) In the event that an employee is absent due to the same illness or injury over a period of time which bridges from one calendar year into the next calendar year, the absence will be recognized to be continuous and the employee does not then begin the new calendar year with a renewed entitlement to STDL benefits. The employee would continue to receive STDL benefits until the total of ninety-four (94) work days of entitlement have been utilized.
- (b) Should the employee then return to work and subsequently be absent in the same calendar year with a new and unrelated illness or injury, his entitlement to STDL is limited to the total of ninety-four (94) work days in that calendar year, less the number of work days already utilized with the first illness or injury in that same calendar year. However, the first thirty (30) days of STDL for the new and unrelated illness or injury will be paid at one hundred percent (100%) of full pay, with the remaining entitlement paid at seventy percent (70%) of full pay.
- (c) In the event that an employee returns to work from an absence due to illness or injury, then suffers a relapse which requires a further absence from work commencing within three (3) months of the return to work, the employee's STDL benefit does not begin again. In such case, the absence is deemed to be continuous for purposes of benefits claimed under the STDL plan.

ARTICLE 27: LONG-TERM DISABILITY LEAVE

27.1 Long-Term Disability

The College agrees to arrange for and maintain a Long-Term Disability (LTD) plan, to be underwritten by an insurance carrier selected by the College. The College will not change the insurer or alter the policy without prior consultation with the Association. The College will not reduce the benefit without prior agreement with the Association.

27.2 Eligibility for LTD

- (a) Regular employees become eligible for LTD coverage upon completion of thirty (30) work days of active service.
- (b) Regular part-time employees who satisfy the insurance carrier's requirements regarding length of service and hours per week are eligible for LTD benefits as provided for in the plan or policy.

27.3 LTD Benefits

The LTD plan or policy will provide for seventy percent (70%) of an employee's normal earnings, to age sixty-five (65) in the event of total disability.

27.4 Specific Coverages and Eligibility Provisions

- (a) The LTD plan descriptions contained in this Agreement are provided only for purposes of general description and information. All specific details of the plan, its coverages, terms and conditions shall at all times be subject to and governed by the actual plan or policy underwritten by the insurance carrier.
- (b) The actual plan or policy underwritten by the insurance carrier shall be deemed to be an integral part of this Agreement. The College agrees to provide copies of the actual LTD plan or policy to the Association.

27.5 Filling Vacancies Due to LTD Leave

The College has the right to fill a vacancy which results from an employee's absence due to LTD leave. Normally such vacancies shall be filled with Type C appointments or under the provisions of Article 21.2 or 22.2 (Acting in a Higher Capacity, Staff, or Acting in a Higher Capacity, Faculty).

Returning to Work from LTD Leave

- (a) An employee who returns to work from LTD leave within two (2) years of the commencement of the leave shall be entitled to return to his same or an equivalent position, provided that the College is satisfied by medical evidence that the employee is of sufficient health to assume the position.
- (b) An employee returning to work pursuant to (a) above shall provide the College with written notification of his desire to return to work, at least four (4) months prior to the date of his intended return.
- (c) A teaching employee returning to work pursuant to (a) above shall do so at the beginning of the next recognized semester. Other employees shall do so at the College's earliest convenience, but not later than four (4) months from the employee's written notification to re-enter.
- (d) An employee who wishes to return to work with the College after being on LTD leave up to a maximum of two (2) years from the commencement of the leave shall be entitled to exercise his bumping rights as given in Article 18 (Layoff and Recall), provided the College is satisfied by medical evidence that the employee is of sufficient health to assume the position.
- (e) An employee who wishes to return to work with the College after being on LTD leave for more than two (2) years from the commencement of the leave shall be entitled to apply for vacant positions, subject to the following conditions:
  - (i) The employee will be considered by the College to have internal applicant status pursuant to Article 13.3 (Employee Applicants) over outside applicants, provided that the College is satisfied by medical evidence that the employee is of sufficient health to assume the position, and
  - (ii) The right can only be exercised in relation to a position which is vacant at the time the employee is medically capable of returning to work, or which becomes vacant within fifteen (15) months of that date.

Premium Contributions

The College will pay the premium contributions for LTD coverage, subject to the provisions of this Agreement in relation to approved leaves of absence with pay.

27.8 Employees Absent on LTD Leave

At the discretion of the Association, an employee who is absent on LTD leave may be considered to be a member of the bargaining unit. The Association will assume the responsibility for the collection of any dues or their equivalent during the period of absence.

27.9 Challenge of Decision of Insurer

- (a) In the event that the Association wishes to challenge a decision taken by the insurer of the LTD coverage, the Association will file a request in writing with the Principal, asking that the College support and submit the challenge. The request must provide full reasons for the challenge, and copies of any relevant information.
- (b) The Principal will respond in writing to the Association's request within ten (10) work days from the date of receipt. Such a request by the Association will not be unreasonably refused.
- (c) Should the Principal refuse to support and submit the challenge, his decision may be the subject of a grievance by the Association, commencing at Step Two of the grievance procedure.

27.10 Protection from Layoff or Termination

No employee shall be laid off or terminated by reason of illness, injury, or physical or mental disability which prevents an employee from performing his duties.

ARTICLE 28: BENEFITS

28.1 Benefit Coverage

Regular employees shall receive benefits as hereinafter set out below and in Article 26 (Short-Term Disability Leave, Including Sick Leave) and Article 27 (Long-Term Disability Leave). The College will not change the insurance carrier or alter the benefit policy without prior consultation with the Association. The College will not reduce the benefit without prior agreement with the Association.

28.2 Group Life Insurance

The Employer shall pay one-half (1/2) the premium cost of a mutually acceptable Group Life Insurance Policy providing coverage at least equal to that in effect as of the signing date of this Agreement.

28.3 Medical Insurance and Extended Health Benefits

The Employer shall pay one-half (1/2) the premium cost of the Medical Services Plan of British Columbia, including mutually acceptable Extended Health Benefit coverage, for all regular employees and dependents of employees providing they are classified as dependents for income tax purposes.

The employee may cover persons other than dependents if the insurance carrier agrees and if the employee pays the full cost of the premiums for non-dependents through payroll deduction.

28.4 Dental Plan

The College shall provide a dental plan providing a percentage payment for services equal to or better than the following:

Plan A: 100%  
Plan B: 50%  
Plan C: 50%

For the period of the contract, the choice of carrier will be agreed upon by the College and the Association, and the primary considerations in selecting a carrier shall be:

- (a) provision of the outlined benefits at the lowest cost;
- (b) provision of a suitable claim payment scheme.

The Employer shall pay one-half (1/2) of the premium cost of a mutually acceptable dental plan.



28.5      Pensions

All eligible regular employees, except Type C employees, must participate in the appropriate pension plan, except as provided by the plans.

28.6      Benefit Coverage During Leave  
of Absence Without Pay

An employee on leave of absence without pay is entitled to maintain his portion of premiums for medical, extended health, dental, or group life insurance, or for any other benefits. If he does so, the Employer shall pay its share of the premium for the first twenty (20) work days only.

28.7      Distribution of Employee Share  
of Premium Payments

The employee contribution to the cost of benefits provided by the Agreement shall be distributed to premium payments in a manner which results in a tax advantage to the employee. This means that the employee contribution will be used first to pay all LTD premiums, and then any remaining funds will be used to pay the premiums for the Medical Services Plan, and then for other premium payments.

ARTICLE 29: STATUTORY HOLIDAYS AND ANNUAL VACATIONS

29.1 Statutory Holidays

- (a) Regular employees will be granted a day off with pay for each of the following holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

and any other general statutory holiday proclaimed by the Federal or Provincial Governments.

- (b) When one of the statutory holidays noted in (a) falls on one of an employee's days of rest, the employee is entitled to such statutory holiday on his next regularly scheduled work day, unless the holiday is proclaimed as being observed on some other day.
- (c) When one of the statutory holidays noted in (a) preceding falls on a regularly scheduled work day during an employee's annual vacation, the employee shall be granted an additional day's vacation.

29.2 Annual Vacations

- (a) Regular staff employees shall be granted paid annual vacations as follows, with years of continuous service calculated as of the anniversary of the employee's entry into service with the College.
- (i) Less than one (1) year of continuous service: one and one-quarter (1 1/4) days off for each completed month of service to a maximum of fifteen (15) days, with pay at the rate of six percent (6%) of regular pay earned to July 1.
- (ii) One (1) completed year of continuous service through four (4) completed years of service: fifteen (15) work days annual vacation.
- (iii) Five (5) completed years of continuous service: twenty (20) work days annual vacation. In addition, one (1) work day of annual vacation, to a maximum of three (3) work days, to be taken between Christmas Day and New Year's Day, for each additional year of completed service.

The vacation year shall begin July 2 and end June 30 of the year following. In the fifth year, employees whose service entry date falls between July 1 and June 30 shall be granted a pro-rated vacation allowance based on the portion of the year between their service entry date and the end of the vacation year.

- (b) (i) Regular faculty employees with one (1) or more years completed continuous service as of July 1 shall be granted forty (40) work days vacation.
- (ii) Regular faculty employees with less than one (1) completed year of continuous service as of July 1 shall be granted three and one-third ( $3 \frac{1}{3}$ ) days vacation for each completed month of service, to a maximum of forty (40) days, with pay at the rate of sixteen percent (16%) of regular earnings to July 1.
- (c) (i) Regular director employees with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) work days vacation.
- (ii) Regular director employees with less than one (1) completed year of continuous service as of July 1 shall be granted two and one-half ( $2 \frac{1}{2}$ ) days vacation for each completed month of service, to a maximum of thirty (30) days, with pay at the rate of twelve percent (12%) of regular earnings to July 1.

ARTICLE 30: OCCUPATIONAL HEALTH AND SAFETY

30.1 Intent and Commitment

- (a) The parties recognize the mutual benefits to be derived from providing and maintaining a healthy and safe work environment.
- (b) The parties also recognize that such an environment is only possible with the commitment and cooperation of the College, the Association and every employee.
- (c) Accordingly, the parties agree that any applicable federal or provincial legislation or regulations issued pursuant to such legislation dealing with occupational health and safety, shall be fully complied with.

30.2 Employee Obligations

- (a) All employees shall comply with reasonable rules of conduct which are established and published by the College in consultation with the Joint Occupational Health and Safety Committee to give effect to the requirements of the applicable legislation and regulations.
- (b) Every employee is encouraged to report to the College, as soon as practicable, any injury or any accident which could have resulted in an injury, or any unsafe condition which poses a threat to health and safety.
- (c) No employee will be reprimanded or disciplined for failure to report any injury or accident in (b) above.

30.3 Emergency Transportation of Employees

Emergency transportation to the nearest physician or hospital facility will be provided by the College for any employee who requires emergency medical attention during working hours, and any expenses of such transportation shall be borne by the College.

30.4 Safety Clothing and Equipment

- (a) Where articles of clothing and/or equipment are required to be worn or used by the College or by the Workers' Compensation Board, the College shall provide such clothing or equipment.
- (b) The College shall also maintain, repair and/or replace such clothing and equipment as required in connection with normal wear and tear.

- (c) Any employee to whom such clothing or equipment is provided is responsible for reasonable care and maintenance in connection with its use. Any loss or damage which results from an employee's negligence or abuse will be at the expense of that employee.

30.5 Personal Health and Safety

- (a) No employee will be reprimanded or disciplined, or suffer a loss in pay, for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.
- (b) If the College, on the advice of the Joint Occupational Health and Safety Committee, has ascertained an unsafe condition which cannot be rectified immediately, any affected employees will be reassigned to other duties as soon as possible at the same rate of pay, subject to the layoff provisions of this Agreement.

30.6 Industrial First Aid Certificates

Where the College requires an employee to obtain, renew or upgrade his Industrial First Aid Certificate, any fees, tuition or costs of course materials shall be borne by the College.

30.7 Industrial First Aid Certificate Premiums

A monthly premium shall be paid to employees who are required by the College to hold an Industrial First Aid Certificate. The premium shall be as follows:

<u>Certificate Grade</u> <u>Required</u>	<u>Monthly Premium</u>
A	\$55.00
B	\$45.00
C	\$35.00

30.8 Joint Occupational Health and Safety Committee

- (a) The College and the Association agree to establish a Joint Occupational Health and Safety Committee, as required under the Workers' Compensation Board Regulations. The College and the Association are each entitled to appoint not more than three (3) members to the Committee.
- (b) The Committee will meet pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations, at regular intervals to be determined by the Committee.

- (c) Minutes shall be kept of all meetings of the Joint Occupational Health and Safety Committee, and copies of the Minutes shall be sent to the College, the Association, and the WCB.
- (d) The Committee shall make recommendations to the Principal on unsafe, hazardous, or dangerous conditions within the work environment at the College, with the aim of preventing and reducing risk of occupational injury or illness.
- (e) The Joint Occupational Health and Safety Committee shall be notified of any accident or injury which occurs within the work place at the College. The Committee, or a designated representative or representatives from within the Committee, shall investigate, report and make recommendations to the College and the Association within twenty (20) work days on the nature and cause of an accident or injury which occurs within the work place.
- (f) Any employee who serves on the Joint Occupational Health and Safety Committee shall not suffer a reduction in income for attending meetings of the Committee when such meetings are held during working hours, or for any time spent investigating safety matters at the direction of the Committee and with the approval of the Principal.
- (g) Any employee within the College may make a written or verbal representation to the Committee concerning unsafe, hazardous or dangerous conditions within the work place.

30.9

Occupational Health and Safety Training

In consultation with the Workers' Compensation Board and the Association, the College shall arrange an appropriate training program for members of the Joint Occupational Health and Safety Committee. Where possible, such training will be provided during normal working hours, with no loss in income to Committee members in relation to their attendance at training sessions.

ARTICLE 31: TYPE C APPOINTMENTS

31.1 Reasons for Type C Appointments

The College shall not fill positions which warrant a Type A or Type B appointment with Type C appointments. The following are the reasons for making Type C appointments:

- (a) Where funding for a position is only available for a specified term, which term may be subject to extension. Examples of such funding are:

Function 3: Requests for Additional Courses (RAC)

Function 6: Contract Services

Ongoing Budget: A limited number of items as directed by the Ministry of Education

- (b) To accommodate timetable adjustments where it is not reasonable to make Type A or Type B appointments.
- (c) To staff an experimental program or offering having a term of not more than one (1) year.
- (d) To cover a temporary vacancy resulting from a secondment having a term of not more than one (1) year.
- (e) To fill temporary scheduled absences, such as educational leave or professional development leave having a term of not more than one (1) year.
- (f) To cover unscheduled temporary absences which are beyond the control of the College, such as absences resulting from illness or injury, or absences of up to two (2) years due to LTDL. Each appointment shall be for one (1) year.
- (g) To fill a vacancy resulting from the appointment of an employee from within the bargaining unit to an excluded administrative position for a period not to exceed twelve (12) months.
- (h) Any other reason which fits within the spirit and intent of the reasons stated above.

31.2 Exclusion of Specific Agreement Provisions

- (a) Except as specifically provided, the provisions of this Agreement are applicable to Type C Appointments. The following specific provisions are not applicable:

<u>Article Number</u>	<u>Article Heading</u>
14.1	Probationary Appointment Period
14.2	Staff Appointments
14.3	Faculty and Director Appointments
14.4	Transfers, Promotions, Bumping
15	Evaluation
17	Seniority
18	Lay-Off and Recall
19.9	Review of Job Duties
21.4	Rate of Pay on Transfer or Promotion
21.5	Rate of Pay on Reclassification
23.3	Transfer Allowances
24	Professional Development
25.3	Maternity Leave
25.5	General Leave
25.6	Political Leave
25.7	Special Leave
25.8	Benefits
27	Long-Term Disability Leave
28	Benefits
34	Technological Change

- (b) Type C appointment employees are not entitled to participate on any committee established pursuant to this Agreement, unless there is written mutual agreement by the parties to such participation.
- (c) Type C employees are entitled to participation in professional development benefits as provided in this Agreement, but such participation shall be limited to in-service professional development and assisted short-term educational leave as defined in Article 24.3 (Classification of Professional Development).

### 31.3 Limited Employment Status

- (a) A Type C appointment provides status as a regular employee but confers only limited rights and entitlements under the provisions of this Agreement. Such an appointment is not intended to provide or lead to continuing employment.
- (b) Any right or entitlement arising out of the seniority or internal applicant status of a Type C employee is specifically limited by the provisions of Article 17.3 (Type C Appointments: Limitations on Seniority and Status) of this Agreement.

### 31.4 Conversion of Type C Positions

- (a) Where a Type C position or a combination of related Type C positions has existed for a period of three (3) consecutive



years, the College shall establish a Type A or Type B position and fill the vacancy with the best qualified applicant.

- (b) When filling Type A or B positions, an employee who has occupied a Type C position or positions for the previous two (2) years or more shall be given preference over an outside applicant when the following conditions are satisfied:

- (i) the Type C appointment employee has the qualifications required to perform in the Type A or B position;
- (ii) the Type C appointment employee is better qualified than any other Type C applicant of equal or less seniority;
- (iii) the Type C appointment employee has obtained satisfactory evaluation results;
- (iv) the outside candidate is not better qualified than the Type C appointment employee.

### 31.5 Appointment Procedures

- (a) Type C Appointments will only be made where it can be determined in advance that either:
- (i) the assigned duty load will be fifty percent (50%) or more of a full-time annual duty load for a fixed term not exceeding one (1) appointment year, as set out in Article 31.1 (Reasons for Type C Appointments), or
  - (ii) the assigned duty load, though less than fifty percent (50%) of a full-time annual duty load, is determined by the College to warrant a regular appointment.
- (b) Persons who are employed by the College in more than one (1) position as non-regular employees, concurrently or sequentially, cannot accumulate or add up periods of temporary employment in order to claim a Type C Appointment. However, wherever possible, the College shall combine non-regular positions to create regular positions.
- (c) Where time is of the essence, the College may make Type C Appointments without resorting to the posting and selection procedures applicable to Type A and B Appointments.
- (d) In making Type C Appointments, the College will comply with Article 18.8(d) and (e) (Recall Rights and Obligations) with regard to the rights of any employees on the recall list.
- (e) In the event that the work being performed by an employee with a Type C Appointment will continue beyond the end of the

specified term of the appointment, or the end of the maximum twelve (12) month limitation for the Type C Appointment, the College shall offer reappointment to the same employee to another Type C Appointment for the purpose of completing the same work unless evaluation results are unsatisfactory.

31.6 Evaluation Option

- (a) A Type C appointment employee is entitled to receive a performance evaluation during the term of his appointment.
- (b) The evaluation criteria and procedures used in relation to Article 15 (Evaluation) will be applicable to the evaluation of a Type C appointment employee.
- (c) The Type C appointment employee shall be deemed to have given satisfactory service in lieu of an evaluation.

31.7 Letter of Appointment

- (a) Employees who are hired into a Type C Appointment shall have their appointment confirmed in a letter of appointment from the College. The letter of appointment will include the following information:
  - The appointment will be clearly identified as a Type C Appointment.
  - All known details about the term of the appointment, with the clear statement that in any event the specified term of employment will not exceed twelve (12) consecutive months. The College shall state the length of the term.
  - Details of the assigned duty load, including the specified hours of work where applicable.
  - The applicable rate of pay.
  - The applicable insured benefits entitlements and/or allowances.
  - The applicable pro-rated Short Term Disability Leave Benefits.
  - The applicable rate of Annual Vacation pay.
  - The applicable rate of Statutory Holiday pay.
  - Any qualification on the appointment, such as a precondition that a specified minimum enrollment must be achieved.

- A reference to the articles of the Collective Agreement bearing on the Type C Appointments, with a recommendation that the employee read those articles.
  - The amount of seniority which will be credited to the employee, in accordance with Article 17.3 (Type C Appointments: Limitations on Seniority and Status), at the end of the term of the appointment.
- (b) Copies of Type C appointment letters will be provided to the Association.

31.8 Rates of Pay

- (a) The rates of pay for Type C Appointment employees will be the same as those for Type A or Type B Appointments performing similar tasks. Where it is determined that the Type C appointment will not perform the same assigned duties and responsibilities as a Type A or Type B appointment, then the rate of pay will be calculated as the rate of pay applicable to a similar Type A or Type B position less an amount equal to the pay for the proportion of time spent on those duties and responsibilities so excluded. For example, an instructor employee with a Type C appointment may receive a lower rate of pay if he does not assume the normal duties of a similar instructor with a Type B appointment, such as participation on committees, student consultation, curriculum development and keeping of office hours.
- (b) For greater certainty, the guidelines for establishing the rates of pay for Type C appointments shall be as follows:
- (i) Faculty: the rate of pay for a Type C faculty appointment will not be less than seventy-five percent (75%) of the rate of pay which would be granted for a Type B appointment for the same position, based on placement at the applicable level on the "R" faculty salary schedule.
  - (ii) Support Staff: the rate of pay for a Type C support staff appointment will be the same as the rate of pay which would be granted for a Type A appointment for the same position, based on placement at Step One (1) of the applicable Group in the pay schedule.

31.9 Benefits Allowance

- (a) In lieu of participation in the benefits provided to Type A and Type B employees, employees with Type C Appointments will receive a benefits allowance as follows:

Faculty employees: two percent (2%) of gross straight time earnings

Staff employees: three percent (3%) of gross straight time earnings

- (b) The benefits allowance will be added to a Type C employee's earnings for each pay period.
- (c) Employees with Type C appointments will be required to participate in the Medical Services Plan of British Columbia, unless they can provide a signed waiver which is acceptable under the conditions of that plan.
- (d) After earning twelve (12) months of seniority Type C appointments will participate in the following benefit provisions but will not be entitled to receive the benefits allowance specified in Article 31.9(a) above:
  - (i) Group Life Insurance as specified in Article 28.2, with the exception of Long Term Disability benefits and Accidental Death and Dismemberment benefits;
  - (ii) Medical Insurance and Extended Health Benefits as specified in Article 28.3;
  - (iii) Special Leave as specified in Article 25.8.

31.10 Statutory Holiday Pay

- (a) Employees with Type C Appointments shall receive four-tenths of one percent (0.4%) of their straight time earnings, not including overtime or premiums, as statutory holiday pay for each statutory holiday granted under the terms of this Agreement. That is, the specific terms of the Agreement recognize eleven (11) statutory holidays with the result that employees with Type C Appointments will receive four point four percent (4.4%) for statutory holiday pay.
- (b) The statutory holiday pay will be calculated and paid in each pay period.

31.11 Annual Vacation Pay

- (a) Employees with Type C Appointments shall receive annual vacation pay as a percentage of and in addition to their straight time earnings. The applicable percentages are as follows:

<u>Employee Category</u>	<u>Vacation Pay Percentage</u>
Support Staff	six percent (6%)
Faculty	sixteen percent (16%)
Directors	twelve percent (12%)

- (b) The annual vacation pay will be calculated and paid in each pay period.

31.12 Layoff and Expiry of Specified Term

- (a) The expiry of a specified term of appointment is neither a layoff nor a discharge and cannot be the subject of a grievance.
- (b) Employees with Type C Appointments may be laid off in accordance with the provisions of Article 18 (Layoff and Recall) of this Agreement.
- (c) In the event that an employee with a Type C appointment is laid off, he shall be given advance notice in writing. The length of the notice period shall be one (1) work day for each week remaining in the employee's term of appointment, to a maximum of twenty (20) work days. A minimum of ten (10) work days notice shall be given if the employee has six (6) months of seniority.
- (d) Article 18.13 (Employee Records on Layoff) shall apply to Type C appointment employees.
- (e) Failure to reappoint to a following C contract for which the employee is qualified and has the most seniority is grievable.

ARTICLE 32: AGREEMENT COMMITTEE

- 32.1 (a) The Agreement Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association, provided that alternate representatives may be appointed from time to time. If possible, at least one (1) of the representatives of the Association and one (1) representative of the Employer will have been members of their respective Negotiating Committees for this Agreement.

The Committee shall be constituted within one (1) month of the signing of the Agreement, and shall continue for the duration of this Agreement.

- (b) The Committee shall meet as often as is necessary, at the request of either party, to discuss and make recommendations on:

- (i) problems of Agreement interpretation;
- (ii) matters of employer-employee relations arising out of this Agreement;
- (iii) amendments to the current Agreement;
- (iv) matters referred to the Committee pursuant to Step 3 of the Grievance Procedure;
- (v) policy matters under consideration by the Employer which may be in conflict with the Agreement.

- 32.2 In order to give appropriate consideration to policy statements, the Agreement Committee shall be provided by the Administration with all necessary information regarding the general procedures which will be used to implement proposed College policy.

ARTICLE 33: TECHNOLOGICAL CHANGE

33.1 Definition

For purposes of this Agreement, technological change shall be defined as

- (a) a change in equipment or material or a significant change in procedure which results in the displacement of an employee through the elimination of his current position or a current position;
- (b) a change in equipment or material or a significant change in procedure which results in the change of a current position to such an extent that the employee's services are no longer required in the same capacity.

33.2 Options in the Event of  
Elimination of a Position

In the event that the Board decides to implement a technological change as defined in Article 33.1(a), the Board will

- (a) offer the employee an existing equivalent vacant position for which he is already qualified; if the employee is the successful candidate following the provisions of Article 13 (Vacancies Within the Bargaining Unit); or
- (b) offer the employee retraining for an equivalent vacant position if (a) above is not available and the employee is the successful candidate following the provisions of Article 13 (Vacancies within the Bargaining Unit). During such retraining the Board will pay the employee full salary, and the employee will continue to accumulate seniority; or
- (c) offer the employee retraining for a superior existing vacant position if (a) and (b) above are not available and the employee is the successful candidate following the provisions of Article 13 (Vacancies Within the Bargaining Unit); or
- (d) offer the employee six (6) months' severance pay from the date of notice of lay-off if (a), (b) and (c) above are not available, or if the employee fails retraining. If an employee refuses an offer made by the Board in (a), (b) or (c) above, the employee shall either accept six (6) months pay from the date of notice of lay-off and waive the right to recall under Article 18.8 (Recall Rights and Obligations), or he shall waive the six (6) months' pay and shall be deemed to have been laid off, with the provisions of Article 18.8 applying.

- (e) Retraining costs in (b) and (c) above will be the responsibility of the Board.

33.3 Options in the Event of  
Substantial Change in a Position

In the event that the Board decides to implement a technological change as defined in Article 33.1(b) (Technological Change: Definition), the Board will

- (a) offer retraining to the employee affected, during which the Board will pay the employee full salary; the employee will continue to accumulate seniority; and retraining costs will be the responsibility of the Board; or
- (b) offer the employee an existing equivalent or superior vacant position for which he is already qualified, if the employee is the successful candidate following the provisions of Article 13 (Vacancies Within the Bargaining Unit); or
- (c) offer the employee six (6) months' pay from the date of notice of lay-off, if (b) above is not available or if the employee fails retraining. If an employee refuses an offer made by the Board in (a) or (b) above, the employee shall either accept six (6) months' pay from the date of notice of lay-off and waive the right to recall under Article 18.8 (Recall Rights and Obligations), or he shall waive the six months pay and shall be deemed to have been laid off, with the provisions of Article 18.8 applying.

33.4 Notification of Intended Technological Change

- (a) The Board will notify the Association in writing at least four (4) months in advance of the Board's date of intended technological change. This notification shall include:
  - (i) the date and nature of the proposed change
  - (ii) the expected number, type and location of the employees affected
- (b) The Board will notify the affected employee in writing at least three (3) months in advance of the Board's date of intended technological change.

33.5 Notification to Employee of Offer

- (a) The Board will notify the employee in writing of its offer according to Articles 33.2 and 33.3 (Options in the Event of Elimination/Substantial Change) thirty (30) days before implementation of the proposed technological change.



- (b) The affected employee will notify the College in writing within ten (10) work days of his decision regarding the offer made by the Board.

33.6 Technological Change Advisory Committee

Within ten (10) work days of receipt of the Board's notice regarding technological change, the Association will provide the College with the names of not more than three (3) Association members who, along with not more than three (3) members of the Board, will act as an advisory committee to the College to discuss and recommend any actions necessary to ensure a satisfactory implementation of technological change. Such meetings will be called within three (3) work days of receipt of notification.

LETTER OF AGREEMENT

- (a) The term of the new Collective Agreement shall be for two (2) years, commencing on April 1, 1986 and expiring on March 31, 1988.
- (b) The parties agree that, for the first year of this agreement which begins on April 1, 1986 and ends on March 31, 1987, the pay scales for faculty, staff and director employees shall be as described in Clauses 21.9, 22.7.2 and 22.7.3 of the 1986-88 Collective Agreement.
- (c) While the specified term of this Collective Agreement is two (2) years, the parties agree that they will re-open the Collective Agreement for the purpose of negotiating the pay scales which will apply in the second year.
- (d) Negotiations for the pay scales to become effective April 1, 1987, will begin not later than February 1, 1987. In the event that the parties have not reached agreement on the new pay scales by May 1, 1987, then either party is at liberty to serve written notice on the other terminating the Collective Agreement.
- (e) Should either party serve written notice terminating the Collective Agreement, then the parties are at liberty to exercise their rights provided in Part V of the Labour Code of British Columbia.
- (f) The parties have also expressly agreed that, in the event either of them serves written notice to terminate the Agreement, the rights of the parties with regard to strike, lockout and picketing are limited to the issue of the applicable pay rates for the second year of the Collective Agreement. All other terms and conditions of the Collective Agreement survive the compensation dispute, and along with any new pay rates agreed to by the parties will constitute a renewal of the Collective Agreement for the second year of its specified term.
- (g) The parties agree that Appendix "B" of the Agreement which expires March 31, 1986, entitled "Instructor Workload Formula", shall be included in the new Agreement.
- (h) It is understood by the parties that this Agreement is subject to amendment as a result of review by the Commissioner of the British Columbia Compensation Stabilization Program.

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- (i) The attached tentative agreements bearing the initials of the designated negotiators for the College Board and the Association constitute all of the changes which the parties have agreed to make to the current Agreement. Therefore, all other proposals tabled by either party are hereby withdrawn.
- (j) The new Collective Agreement shall not come into force until it is formally ratified by the Fraser Valley College Board and the membership of the Fraser Valley College Faculty and Staff Association.

INSTRUCTOR WORKLOAD FORMULA

- (a) The annual workload of a full-time instructor of University Transfer or Career non-science courses organized on a semester basis shall be eight (8) or nine (9) courses per academic year as determined by Workload Formula A described below.
- (b) The annual workload of a full-time instructor of University Transfer or Career laboratory science courses organized on a semester basis and requiring laboratory responsibility for the instructor, shall be five (5) or six (6) courses per academic year as determined by Workload Formula B described below.
- (c) Workload Formula A
  - (i) If Actual Enrollment divided by Capacity Enrollment is more than point seven five (.75), the instructor will be assigned eight (8) sections the following academic year.
  - (ii) If Actual Enrollment divided by Capacity Enrollment is equal to or less than point seven five (.75), the instructor may be assigned nine (9) sections the following academic year.
  - (iii) Where a non-science instructor is required to teach (9) sections, the Capacity Enrollment shall be  $\frac{8}{9}$  times the sum of the Capacity Enrollments of all assigned sections.
- (d) Workload Formula B
  - (i) If Actual Enrollment divided by Capacity Enrollment is more than point eight three (.83), the instructor will be assigned five (5) sections the following year.
  - (ii) If Actual Enrollment divided by Capacity Enrollment is equal to or less than point eight three (.83), the instructor may be assigned six (6) sections the following academic year.
  - (iii) Where a science instructor is assigned six (6) sections the Capacity Enrollment shall be  $\frac{5}{6}$  times the sum of the Capacity Enrollments for all assigned sections.

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(e) Definitions:

- (i) Actual Enrollment is defined as the sum of enrollments in all sections assigned to an instructor during an academic year, and reported to the Ministry of Education as stable enrollment figures. The count of Actual Enrollment is normally taken three (3) weeks after the beginning of a semester.
- (ii) Capacity Enrollment is defined as the sum of the maximum enrollment limits for all sections assigned to an instructor during an academic year. Within guidelines prescribed by the collective agreement, the Dean of Instruction will establish capacity enrollments for all courses after consultation with the Instructor Workload Advisory Committee.

(f) Examples

An instructor of non-science courses is assigned eight sections with Capacity Enrollments of 35 students each. Actual enrollments were 119 in the Fall semester and 116 in the Spring semester, for a total of 235 students. Since  $235/280$  equals .83, which is more than the criterion of .75, a workload of eight sections would be assigned for the next academic year.

A laboratory science instructor is assigned five sections with Capacity Enrollments of 24 students each, for a total maximum enrollment of 120 students. Actual enrollments were 20, 12, 24, 18 and 16, for a total of 90 students. Since  $120/190$  equals .75, which is less than the criterion of .83, a workload of six sections would be assigned for the next academic year.

## LETTER OF AGREEMENT

REVIEW OF INSTRUCTIONAL WORKLOADS

Because the question of faculty workloads is a recurrent subject in negotiations; because the Association recognizes that the College is under continual pressure by the government to account for faculty workloads and to offer comprehensive college programs with limited funding; because the Association and the College are committed to maintaining high standards in the quality of instruction offered at FVC, and are concerned with the relationship between the workload of faculty and those high standards of instruction, the parties agree to the following:

That the Instructional Workload Advisory Committee, with the addition of one representative each from the departments of Adult Basic Education and Vocational Education, in consultation with senior management and instructional departments, be charged with the task of reviewing the workloads of instructional faculty and recommending a workload formula with these goals:

- (a) to identify all the variables of faculty workload, including those outside direct instruction;
- (b) to develop a method for measuring and assigning faculty workloads throughout the Division of Instruction in order to ensure an even distribution of work among instructional faculty;
- (c) to investigate means by which additional FTE's may be generated for formula funding while maintaining the quality of instruction the College is proud of;
- (d) to develop an accurate method of reporting workloads to the Board, the Ministry of Education; and the public in our community;
- (e) to encourage the involvement of regular faculty in the Continuing Education program.

That the findings and recommendations of the Committee, which shall be non-binding and without prejudice to future negotiations, shall be reported to both parties by February 15, 1987.

LETTER OF AGREEMENT

CONTRACT SERVICES

Recognizing that circumstances related to the operation of the Contract Services department make it difficult for the College to comply with all provisions of the Collective Agreement, the parties hereby agree to the following interim measures:

1. that a Contract Services Joint Committee shall be struck to identify the areas of conflict between the Collective Agreement and the contracts with the outside agencies issued by the Contract Services department and to make recommendations for corrective action. The Joint Committee shall consider items specified in the Collective Agreement such as the following:
  - (a) hours of work
  - (b) workload
  - (c) evaluation procedures
  - (d) holiday periods
  - (e) occupational safety
  - (f) working conditions which differ significantly from normal College working conditions
  - (g) bumping
2. the Joint Committee shall identify special circumstances in which full compliance with the Collective Agreement would be in conflict with the regulations of the outside agency (e.g. security regulations in the Correctional Services of Canada), and recommend in those cases exceptions to the Collective Agreement which may be negotiated.

The Joint Committee shall be charged to report its findings by November 30, 1986, to the College and the Association. The committee will consist of the following members: (a) two members selected by the FSA, (b) two members selected by the Board, (c) the Director of Contract Services, and (d) the Associate Dean of Continuing Education and Developmental Studies.
3. that until the issue of discrepancies between the Collective Agreement and the Contract Services operation has been resolved, the parties shall agree that the provisions of the Collective Agreement shall apply to Contract Services employees. However, in the event that the regulations of an

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Board

outside agency are in conflict with the terms of the Collective Agreement, the parties agree to refer any problems of Agreement interpretation and applicability to the Contract Services joint committee for discussion and recommendation.

4. that Article 31.4(a) (Conversion of Type C positions) shall not apply to the position of Literacy Instructor, Contract Services, Mission, for the period until January 30, 1987, during which time the Joint Committee on Contract Services shall make recommendations to both parties and suitable contract language shall be negotiated for Contract Services positions.



LETTER OF AGREEMENT

UNEMPLOYMENT INSURANCE PREMIUM REDUCTION

Whereas recent amendments to the Unemployment Insurance regulations require the employer to share 5/12 of the savings resulting from the reduced employer premiums if a sick leave plan is in force; and

Whereas the employee share of the reduced premium for 1986 is approximately \$5,000;

Therefore, to meet the College's obligation to share the saving, the parties agree that, for the 1986-87 fiscal year, the employee contribution to the cost of the College coffee service shall be reduced by \$5,000.

LETTER OF AGREEMENT

DENTAL PLAN PREMIUMS


The Board shall pay at least five thousand dollars (\$5000) toward the employee share of the dental plan premiums for the month of January, 1987, the remaining amount to be applied to the employee share of premiums for February, 1987.

VAC  
FSA


VL  
Board

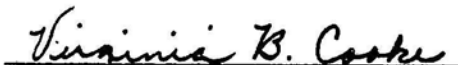
IN WITNESS WHEREOF the parties hereto have hereunto set their hands this  
15th day of October, 1986.

SIGNED, SEALED AND DELIVERED  
in the presence of:

  
\_\_\_\_\_  
G. W. Harris, Chairman  
Fraser Valley College Board

\_\_\_\_\_  
George McGuire, President  
Fraser Valley College Faculty  
and Staff Association

  
\_\_\_\_\_  
Erling Close, Negotiations Chairman  
Fraser Valley College Board

  
\_\_\_\_\_  
Virginia Cooke, Chairperson  
FSA Contract Committee  
Fraser Valley College Faculty  
and Staff Association